



Board Office Use: <b>Legislative File Info.</b>	
File ID Number	24-1527
Introduction Date	6/26/24
Enactment Number	24-1259
Enactment Date	6/26/2024 os

## Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Preston Thomas, Chief Systems and Services Officer  
Roland Broach, Interim Executive Director, Nutrition Services Department

**Meeting Date** June 26, 2024

**Subject** Approval of Amendment No. 1 for Food Service Supplies Contract with Individual Foodservice, Nutrition Services Department

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**Ask of the Board** Approval of Amendment No. 1 - Food Service Supplies Supply Agreement with Individual FoodService – Nutrition Services Department

**Background and Recommendation** Approval by the Board of Education of Amendment No. 1 to Food Service Supplies Contract by and between Oakland Unified School District and Individual FoodService, Bell, CA, to exercise a one-year option to renew the Food Service Supplies Contract for the period July 1, 2024 through June 30, 2025, for an amount not to exceed \$1,650,000.00

No increase in the amount from the previous contract is hereby requested.

**Term** Start Date: July 1, 2024 End Date: June 30, 2025

**Not-To-Exceed Amount** \$1,650,000.00

**Competitively Bid** Yes, RFP No. 22-138NS for Food Service Supplies was awarded on June 7, 2024

If the Service Agreement/Contract was not competitively bid and the not-to-exceed amount is more than \$1,750,000.00, list the exception(s) that applies (requires Legal review/approval and may require a resolution):

**Funding Source(s)** 5310 - Child School Nutrition Program, in an amount not to exceed \$1,650,000.00

**Attachment(s)**

- Amendment No. 1 - Individual FoodService
- Supplier Renewal Offer Letter
- Supplier Updated Pricing
- 23-1310 Award of RFP No. 22-138NS and Contract Agreement - Food Service Supplies - Individual Food Service - Nutrition Services Department

AMENDMENT NO. 1  
to  
Food Service Supplies Contract

This Amendment (“AMENDMENT”) amends the attached Original Agreement, inclusive of any prior amendments to the Original Agreement (together, “AGREEMENT”). Except as explicitly stated herein, all provisions and terms of the Agreement remain unchanged and in full force and effect as originally stated.

1. The PARTIES hereby agree to amend the AGREEMENT as stated herein.

A. Services.

- The SERVICES are unchanged.
- The SERVICES have changed as indicated below:
  - A description of the changes in the SERVICES is attached.
  - The changes in the SERVICES involve the following:

B. Term.

- The term of the AGREEMENT is unchanged.
- The term of the AGREEMENT has changed as indicated below:
  - Original End Date: June 30, 2024
  - New End Date: June 30, 2025

C. Compensation.

- The not-to-exceed amount in the AGREEMENT is unchanged
- The not-to-exceed amount in the AGREEMENT has changed as indicated below: Original not-to-exceed amount is \$1,650,000  
The original not-to-exceed amount  
shall be increased by: \$\_OR  
The original not-to-exceed amount shall be decreased by: \$  
The new not-to-exceed amount is \$ .

*OUSD Amendment  
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D. Insurance. To the extent that the AGREEMENT required less than following insurance coverage amounts, by signing this AMENDMENT, VENDOR agrees, unless waived under the terms of the AGREEMENT, that it shall maintain Commercial General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. All other terms in the AGREEMENT regarding

Commercial General Liability Insurance remain the same.

E. Suspension. To the extent that the AGREEMENT did not contain a provision regarding suspension of the AGREEMENT, VENDOR agrees, by signing this AMENDMENT, that if OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.

F. Legal Notices. To the extent the AGREEMENT did not contain the following provisions, legal notices may be sent either (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested), to the contact identified in the Agreement. VENDOR agrees that the address for legal notice to OUSD is 1011 Union St., Site 946, Oakland, CA 94607.

2. The PARTIES acknowledge that this AMENDMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
3. Each PARTY has the full power and authority to enter into and perform this AMENDMENT, and the person(s) signing this AMENDMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AMENDMENT, except that only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have authority under the Education Code or Board Policy to sign contracts for OUSD and only under limited circumstances, with ratification by the OUSD Governing Board being required. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this AMENDMENT or as legally binding in any way.
4. OUSD shall not be bound by the terms of this AMENDMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, Chiefs, Deputy Chiefs, or the General Counsel as authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

*OUSD Amendment  
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
IN WITNESS WHEREOF, the PARTIES hereto agree and execute this AMENDMENT and to be bound by its terms and conditions:

VENDOR

Name: MITCHELL LIDAY Signature: *Mitchell Liday*

Position: MGR., FOODSERVICE CROSS-SELLING & EDUCATION Date: 05/29/2024

OUSD

Name: Signature:  6/27/2024

Benjamin Davis, President, BOE

Position: Date:  Board President (for approvals)

Chief/Deputy Chief/Executive Director (for ratifications)

Signature:

Name: Kyla Johnson-Trammell

Date:

Position: Superintendent



6/27/2024

Kyla Johnson-Trammell, Superintendent & Secretary, BOE

**Template approved as to form by OUSD Legal Department**

May 24, 2024

Mr. Christopher Arentz  
Good Foods Purchasing & Inventory Specialist  
Oakland USD  
2850 West Street  
Oakland, CA 94608

RE: Notice of Intent to Extend Oakland USD RFP 22-138NS

Dear Mr. Arentz:

Individual Foodservice (IFS), is requesting an extension of RFP 22-138NS, for the 2024 – 2025 school year.

If granted this extension under the same contract terms and conditions, please sign and date this document below, and IFS will confirm any price increases for the coming school year. A copy of this letter will be returned to you once both parties have signed, and you have approved this extension.

Sincerely,

Mitchell Liday  
Mgr., Foodservice Cross-selling & Education

Individual Foodservice

Oakland USD

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Signature                      Date  
Mitchell Liday  
Individual Foodservice

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Signature                      Date  
Christopher Arentz  
Oakland USD

OAKLAND USD IFS 23.24 ORDER GUIDE

Description Offered	Est. Annual Usage	23-24 ACTUAL USAGE	IFS#	Pack/Size Offered	23.24 Unit Price	Price Increase 11/10/23	24-25 PRICES	Notes
APRON POLY 24X42 1.0 WHITE DISP	24	8	15311	100/BOX	\$ 4.03		\$ 3.75	REDUCED PRICE
BAG FOIL PAPER HOT DOG SILVER	200		56816	1000/CS	\$ 46.89		\$ 46.89	
BAG FOIL PRINT HAMBURGER	250	27	F65H	1000/CS	\$ 46.42		\$ 46.42	
BAG POLY 10X24 ANGLE SEAL 3 MIL	5		42817	500/PK	\$ 210.91		N/A	NO USAGE, VENDOR DEV. NOT RENEWED, CALL FOR
BAG POLY 27X37 .5 HDPE W/TWIST TIES	100	25	BOR2737HD	200/ROLL	\$ 12.78		\$ 12.78	
BAG POLY RACK COVER 52X80 15 MIC	115	40	65559	50/ROLL	\$ 15.92		\$ 14.92	REDUCED PRICE
BAG PPR #6 BRWN/KRAFT	120		IFS6B	500/BUN	\$ 12.58		\$ 12.48	REDUCED PRICE
BAG PPR #8 BRWN/KRAFT	120		IFS8B	500/BUN	\$ 14.59		\$ 14.45	REDUCED PRICE
BOTTLE 24 OZ SQUEEZE CLEAR	10		SMWPSB24C	6EA/CS	\$ 7.05		\$ 6.78	REDUCED PRICE
BOTTLE 32 OZ SQUEEZE WIDE MOUTH CLEAR	10		22815	6EA/CS	\$ 17.21		\$ 16.99	REDUCED PRICE
BOWL FIBER	400		24234	300	\$ 83.99		\$ 83.99	NEW ITEM
BOX PIZZA 16" PLAIN KRAFT	50	50	WPPB16KP	50/CS	\$ 41.25		\$ 38.99	NEW ITEM, REDUCED PRICE
BUN PAN COVER 27X37 W/TWIST TIE	160	45	BOR3425HD	200/ROLL	\$ 12.78		\$ 14.17	11% INCREASE
CAN LINER 40X48 16 MIC CLR CORELESS	156	120	16517	250/CS	\$ 19.04		\$ 19.04	
AONT ALUM STEAMPAN FULL SIZE DEEP			IFS6050XH	200/CS	\$ 56.34		\$ 51.33	NEW ITEM, REDUCED PRICE
CONT PLAST 5" HNGD CLR SMRTLOCK	100		YCI8-1050	3/125	\$ 27.78		N/A	NO USAGE, VENDOR DEV. NOT RENEWED, CALL FOR PRICING
CONT PLAST 8" HNGD 3-COMP CLR SMRTLOCK	25	100	YCI8-1123	200/CS	\$ 40.00		\$ 40.00	
CONT PLAST 8" HNGD CLR SMRTLOCK	100		YCI8-1120	200	\$ 35.56		\$ 37.33	5% INCREASE
CUP PLAST 12OZ CLR SQT PET 98MM	50	43	IFS-KC12S	20/50	\$ 33.18		\$ 32.99	REDUCED PRICE
CUP PPR COLD 5 OZ WAX AJM STOCK PRINT	200	223	58AJM24	24/100	\$ 78.35		\$ 82.26	5% INCREASE
CUP PPR HOT 10 OZ WHT SQT	180		HPI-10HC	20/50	\$ 45.74		\$ 45.74	
CUTLERY FORK MED WHT PP	750	95	9956515	10/100	\$ 5.02		\$ 4.89	REDUCED PRICE
CUTLERY FORK WHITE PP MED SMARTLOCK	15,000	1,064	SSF21P	24/40	\$ 23.33		\$ 24.49	5% INCREASE
CUTLERY SPOON WHITE PP MED SMARTLOCK	15,000	1,074	SSS21P	24/40	\$ 23.33		\$ 24.49	5% INCREASE
CUTLERY TEASPOON MED WHT PP	675	70	9956529	10/100	\$ 5.02		\$ 4.89	REDUCED PRICE
FILM CLING 18X2M W/CUTTER BLADE	192		21122	1 ROLL	\$ 12.83		\$ 12.83	
FILM CLING 18X2M W/CUTTER BLADE	70	67	PBS4182	1	\$ 12.83		\$ 12.83	ALT. ITEM
FILM PALLET WRAP 18X1500, 80GAUGE	50	6	STRETCH18	4ROLLS/CS	\$ 46.67		\$ 44.99	REDUCED PRICE
FOIL ALUM 18X1000 ROLL	125	75	IFS615	1 ROLL	\$ 26.97		\$ 25.66	REDUCED PRICE

OAKLAND USD IFS 23.24 ORDER GUIDE

Description Offered	Est. Annual Usage	23-24 ACTUAL USAGE	IFS#	Pack/Size Offered	23.24 Unit Price	Price Increase 11/10/23	24-25 PRICES	Notes
FOODSERVICE TOWEL PINK/WHITE	875	875	25894	200/CS	\$ 17.95		\$ 17.55	NEW ITEM, REDUCED PRICE
GLOVE DISHWASHING ORANGE LRG	25		23253	DZ	\$ 19.20		\$ 19.20	
GLOVE NITRILE LRG BLUE PWDRFREE	150	167	15131	10/100	\$ 16.67	\$ 19.99	\$ 19.99	
GLOVE NITRILE MED BLUE PWDRFREE	288	235	15130	10/100	\$ 16.67	\$ 19.99	\$ 19.99	
GLOVE NITRILE SM BLUE PWDRFREE	72	49	15129	10/100	\$ 16.67	\$ 19.99	\$ 19.99	
GLOVE NITRILE XLG BLUE PWDRFREE	144	35	15132	10/100	\$ 16.67	\$ 19.99	\$ 19.99	
HAIR NET BLACK 24"		32	65028	10/144	182.35		\$ 179.99	NEW ITEM, REDUCED PRICE
HAIRNET, 22" LIGHT BROWN HAIR NET	144		OLD #RPH144LTLB NEW #25766	20/144/CS 10/144/CS	\$ 6.73		N/A	NO USAGE, VENDOR DEV. NOT RENEWED, CALL FOR PRICING
LID PLAST 12-24OZ FLAT PET 98MM STRAW SL	300	20	IFS-626	10/100	\$ 12.92		\$ 13.56	5% INCREASE
LID PLASTIC 12-20OZ BLACK DOME HOT	72		49210	20/50	\$ 17.22		\$ 17.22	
LID PORTION PLAST 1.5OZ 2OZ 2.5OZ	125		61254	20/125	\$ 12.92		\$ 11.92	REDUCED PRICE
MITT OVEN 17" SILICONE COATED	166	99	13088	EA	\$ 2.68		\$ 2.55	REDUCED PRICE
NAPKIN DISPENSER KRAFT 2-PLY INFTEFOLD	300	478	18380	24/250	\$ 19.94		\$ 19.94	
PAD SCOURING NYLON GREEN 6X9	22	15	96-601	20/CS	\$ 5.19		\$ 4.99	REDUCED PRICE
PAN LINER 16-3/8"X24-3/8"(25#) QUILON GP	218	194	27-1	1000/CS	\$ 42.08		\$ 42.08	
PLATE BAGASSE PF 9" 1 COMP	2	8	24197	4/125	\$ 32.00		\$ 29.99	REDUCED PRICE
POT HOLDER 8" SQUARE SILICONE FIRE RETAR	60	5	23869	EA	\$ 1.41		\$ 1.31	REDUCED PRICE
SOAP HAND LIQUID LEMON YELLOW	50	4	HAND-SOAP	4gl/cs	\$ 18.35		\$ 17.99	REDUCED PRICE
TISSUE 6X10.75 INTERFOLD WAX BAKERY	17		010006	10/1000	\$ 61.33		\$ 59.99	REDUCED PRICE
TISSUE TOILET JUMBO JR 2PLY 9in	100		18394	12/CS	\$ 23.11		\$ 22.99	REDUCED PRICE
TOILET SEAT COVERS 1/2 FOLD	200		245-CASE	20/250/cs	\$ 16.56		\$ 17.38	5% INCREASE
TOWEL ROLL 8"X350' KRAFT 2" CORE	100		18389	12/CS	\$ 20.56		\$ 20.39	REDUCED PRICE
TOWEL ROLL 8"X800' KRAFT	500		<del>18386</del>	6/CS	\$ 20.60		N/A	REMOVED BY CUST.
TOWEL ROLL NAT. 7.5X9.5 700	24		290088	6/cs	\$ 43.15		43.15	NEW ITEM
TRAY FIBER 5COMP SCHOOL TRAY	12,500	10,754	21039	240/CS	\$ 20.37		\$ 20.37	
TRAY FIBER FOOD 30OZ SHALLOW	7,500	2,778	24290	400/CS	\$ 43.12		\$ 43.12	
TRAY FOOD PPR 1LB NAT KRAFT	360		SQP-7151	4/250	\$ 22.66		\$ 19.99	REDUCED PRICE



OAKLAND USD IFS 23.24 ORDER GUIDE

Description Offered	Est. Annual Usage	23-24 ACTUAL USAGE	IFS#	Pack/Size Offered	23.24 Unit Price	Price Increase 11/10/23	24-25 PRICES	Notes
TRAY FOOD PPR 5LB NAT KRAFT	1,100		SQP-7155	2/250	\$ 24.83		\$ 20.99	REDUCED PRICE
WIPE THERMOMETER PROBE 70%ALC	250		F2449PKT	1000/CS	\$ 22.93		\$ 19.99	REDUCED PRICE
WIPES PKTS INSTANT HAND SANITIZING	23		15137	1000PKT/CS	\$ 29.33		\$ 27.65	REDUCED PRICE

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	23-1310
Introduction Date	6/7/23
Enactment Number	23-1080
Enactment Date	6/7/2023 CJH



# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Preston Thomas, Chief Systems and Services Officer  
Amy Glodde, Interim Executive Director, Nutrition Services

**Meeting Date** June 7, 2023

**Subject** Request for Award of Bid and Approval of Food Service Supplies

**Ask of the Board** Approval by the Board of Education to award bid (RFP No.22-138NS: Food Service Supplies) and contract between the District and Individual FoodService, Bell, CA, for the latter to provide food service supplies, as the responsible bidder in an amount not to exceed \$1,650,000.00 for one year commencing on July 1, 2023 with two (2) one-year options to renew upon further approval of the Board.

**Background and Discussion** The Nutrition Services Department provides meals to all students under California Universal Meals as defined in California Education Code section 49501.5. The District has an agreement with the California Department of Education Nutrition Services Division to provide meals under the National School Lunch and the Child and Adult Care Food Program. Food service and paper supplies are necessary purchases for these programs. On March 24, 2023, Nutrition Services advertised Request for Proposal (RFP) No. 22-138NS. Three vendors responded to the RFP. Individual FoodService was evaluated and selected on the following criteria: cost of goods, ordering and delivery system, experience, sustainability, and safety.

**Fiscal Impact** Funding resource(s): 5310 Child Nutrition School Program in an amount not to exceed \$1,650,000.00

**Attachment(s)**

- Notice of Intent to Award Bid RFP No. 22-138NS
- Individual FoodService Agreement
- Individual FoodService Response RFP No. 22-138NS
- OUSD RFP No. 22-138NS



# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

## **NOTICE OF INTENT TO AWARD**

**May 5, 2023**

**To: Individual FoodService**

**PROJECT:**

**Request for Proposal (RFP) 22-138NS  
FOOD SERVICE SUPPLIES  
K-12 MEAL PROGRAM**

The Oakland Unified School District (“OUSD”) (“District”) has completed its RFP for Food Service Supplies.

OUSD intends to award Individual FoodService (IFS). The recommendation to award the bid to IFS, will be submitted to our District's Board of Education for final approval.

We thank you for participating in this bidding process and we look forward to working with you and your company.

**IMPORTANT:** Please reply with the contact person who will oversee the contract process, our team will reach out to discuss next steps.

To view additional RFP’s, please visit our [Procurement Webpage](#).

Sincerely,

**Rosaura M. Altamirano**

*Senior Manager, Supply Chain & Logistics*

[rosaura.altamirano@ousd.org](mailto:rosaura.altamirano@ousd.org)

Procurement Department

900 High Street, Oakland, CA 94601

(510) 879-2990 ph.

## **CONTRACT AGREEMENT**

### **Supplies (RFP #22-138NS)**

This Agreement ("Agreement") dated as of July 1, 2023 ("Effective Date"), is made and entered into by and between the Oakland Unified School District ("OUSD") and Individual Food Service ("Vendor," together with OUSD, the "Parties" or each individually a "Party").

For the consideration stated below, the Parties hereby agree as follows:

1. **CONTRACT DOCUMENTS.** The complete Agreement includes and incorporates by reference herein all of the "Contract Documents" including: the Agreement, Request for Proposal number 22-138NS ("RFP") and Vendor's Proposal in response thereto, Noncollusion Affidavit, Bidder's Statement Regarding Insurance Coverage, Workers' Compensation Insurance Certificate, Equal Opportunity Employment, Fingerprinting / Criminal Background Investigation Certification, Certificate of Independent Price Determination, Suspension and Debarment Certification, Iran Contracting Act of 2010 Compliance Affidavit, No Prohibited Interest/Conflict of Interest Declaration, Certificate Regarding Lobbying, Disclosure of Lobbying Activities, Proposal Signature Page Form, Specifications- Delivery Locations- Pricing Sheets, and all modifications, addenda, bulletins, and amendments.

2. **PROVISION OF SUPPLIES.** Vendor was selected as the highest ranked proposer to provide the following: Supplies. The Supplies shall be delivered in strict accordance with local health and safety requirements, the Contract Documents and all provisions of the complete Agreement as herein defined. Vendor shall be liable to OUSD for any damages arising as a result of a failure to fully comply with this obligation, and Vendor shall not be excused with respect to any failure to fully comply with the requirements of the Contract Documents.

Subject to the power and authority of the District as provided by law in this Agreement, the District shall in all cases determine the quantity, quality, and acceptability of the supplies for which payment is to be made under this Agreement.

Individual orders of Supplies will be placed on-line no later than one (1) business days prior to the next scheduled delivery date. OUSD reserves the right to revise as necessary an order no later than 9:00 am the morning preceding any delivery. Each order placed by OUSD will include OUSD assigned order number for the product, quantity, approved product code and product description.

3. **TERM; EFFECTIVE DATE; AMOUNT OF AGREEMENT.** The term of this Agreement shall be for the 2023-2024 fiscal year, unless terminated earlier pursuant to Section 15 (Termination). This Agreement may be renewed by mutual agreement of the Parties for up to two (2) additional twelve (12) month periods not to exceed three (3) years. This renewal is contingent upon competitive pricing and upon all terms and conditions of this Agreement having been met to the satisfaction of OUSD.

4. **INSPECTION AND APPROVAL.** Vendor agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Supplies.

- a. In accordance with Section 5 (Compensation), the Supplies must meet the approval of OUSD, and OUSD reserves the right to direct Vendor to correct any

defects in the Supplies, in whole or in part, if OUSD, in its sole discretion, determines that the Supplies does not comport with this Agreement.

- b. If a product is rejected at time of delivery, a credit is to be issued for the product.
- c. Upon notification by OUSD, Vendor shall correct/resolve any shipping discrepancy no later than forty-eight (48) hours from the time of delivery to the ordering location, at no additional cost to OUSD. A notice of products failing to meet specifications may result in contract termination.

5. COMPENSATION. OUSD agrees to pay Vendor for satisfactorily delivering Supplies in accordance with this Section, Section 10 (Invoicing), and Exhibit A.

- a. The dollar amount of this Agreement shall not exceed \$1,650,000.00 per fiscal year. It shall be the responsibility of the Vendor to ensure that the approved not-to-exceed amount of the Agreement is not exceeded. Any products or services provided in excess of said amount shall not be compensated. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Vendor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs. Vendor shall provide all equipment, materials, and supplies necessary to complete delivery of the Supplies in accordance with this Agreement.
- b. OUSD shall not pay and shall not be liable to Vendor for any costs or expenses paid or incurred by Vendor not described in Exhibit A.
- c. Payment for Supplies shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after Vendor submits an invoice to OUSD, in accordance with Section 10 (Invoicing), for Supplies actually delivered and after OUSD's written approval that the items were actually delivered. The granting of any payment by OUSD, or the receipt thereof by Vendor, shall in no way lessen the liability of Vendor to correct any defects with the Supplies, even if the defects were not apparent or detected at the time a payment was made.
- d. Vendor agrees that it shall not expect or demand payment for the delivery of Supplies delivered outside of the Term of this Agreement. Vendor acknowledges and agrees not to expect or demand payment for any Supplies delivered prior to the Parties, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.
- e. All shipments shall be made F.O.B. destination, Oakland, California. F.O.B. destination indicates that the seller is responsible for shipment until it is tendered to OUSD. OUSD will not pay for shipping and handling, nor shall OUSD pay for any fuel surcharges that are not indicated herein. If the material is not received within the time specified for delivery, it will be received at the discretion of

OUSD. Should it be necessary to refuse delivery of any product(s), Vendor shall be responsible for the cost of retrieving same.

6. **PRODUCT SUBSTITUTION.** Vendor may not supply substitutions, brand changes, or reformulations of products without the written authorization by OUSD. If during the course of this Agreement there is a manufacturer's brand change or reformulation of the product, the Vendor shall not automatically substitute the product. Vendor shall submit a Child Nutrition Label and/or product specification sheet, Product Formulation Statement, Nutrition Facts, Ingredient Lists, and/or other pertinent product information as deemed by OUSD for approval prior to further shipment. OUSD shall be the sole judge of whether the product(s) are acceptable. Additionally, the price of any authorized substitute product must be equal to or less than the contracted price of the item being replaced.

7. **QUANTITY AND QUALITY OF MATERIALS AND SERVICES.** Vendor shall furnish and deliver the products /services designated by this Agreement. All Supplies or services furnished under the Agreement shall be in accordance with the District specifications, the District sample, or the sample furnished by the Vendor and accepted by the District. Supplies which, in the opinion of the District, are not in accordance and conformity with the District's specifications shall be rejected and removed from the District's premises at Vendor's expense. All items of equipment and individual components, where applicable standards have been established shall be listed by the Underwriter Laboratories, Inc., (UL) and bear the UL label.

8. **PAYMENT DOES NOT IMPLY ACCEPTANCE OF SUPPLIES.** No payment shall in any way lessen the liability of Vendor to remedy or replace unsatisfactory Supplies, work, service, products, equipment, or materials, if the unsatisfactory character of such work, service, products, equipment or materials was not detected at the time of payment. Service, products, materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by the District and in such case must be remedied or replaced by Vendor pursuant to section 4. Nothing in this Section shall preclude, limit, or waive any other remedy or remedies available to the District.

9. **DELIVERIES TO DISTRICT.** Supply items should be clearly labeled and palletized by school name. The Vendor shall be responsible for delivery to all school locations designated by the District (F.O.B. Destination). The number and location of delivery sites is subject to change. The District will provide Vendor with a schedule of deliveries. The Vendor shall furnish all labor, materials, costs incurred and equipment necessary for the delivery of items specified herein to the District's facilities on a scheduled basis. All work shall be performed in a thorough and workman-like manner under the administration of, and to the approval of the District. Two copies of an itemized delivery form will be left with the site representative. Shortages, damaged and unacceptable items will be noted on the delivery slip. Items not accepted must not be billed to the District. The District reserves the right to reject any product. The Vendor shall notify OUSD's Nutrition Services Department at least 72 hours prior to the regular delivery of any unfilled order to allow sufficient time to order a substitute item. Emergency next day deliveries may occasionally be required.

10. **INVOICING.** Invoices furnished by Vendor under this Agreement must be in a form acceptable to OUSD.

- a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: Vendor name, Vendor address, invoice date, invoice number, purchase order number, name of school or department to which Supplies were delivered, date(s) of delivery, brief description of Supplies, the total invoice amount, and the basis for the total invoice amount.
- b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform Vendor of the missing items; Vendor shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
- c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD is not responsible to pay untimely invoices.
- d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify Vendor in writing and the new or modified requirements shall be mandatory upon receipt by Vendor of such notice.
- e. All invoices furnished by Vendor under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.
- f. Vendor shall issue credits for Supplies that do not meet the District's standards such as: product shortage upon delivery; product quality; specifications set forth in the RFP/bid.

11. ALLOWABLE COSTS. The costs incurred by Student Nutrition Services for the benefit of school children are deemed allowable within the National School Lunch Program. Allowable cost will be paid from the nonprofit school food service account to the Vendor net of all discounts, rebates and other applicable credits accruing to or received by the Vendor or any assignee under the contract to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority. (7 CFR 210.21(f)(1)(i)). The Vendor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or that the Vendor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification. (7 CFR 210.21(f)(1)(ii)).

12. DOCUMENTATION. Vendor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Vendor transacted under this Agreement. Any and all documents, books, records, invoices, and/or quotations of District's purchases shall be made available, upon demand, in an easily accessible manner for a period of at least five (5) years from the end of the contract term (including renewals) to which they pertain and after all other pending matters are closed, for audit, examination, excerpts and transcriptions by the District, State, and Federal representatives and auditors in accordance with Federal regulations. Vendor must

ensure that any such records held by a subcontractor are likewise subject to these provisions. The District may require written documentation of those items which are covered by the Child Nutrition Program. Additional information may be required, and must be provided, upon request by the District, regarding the National Labeling and Education Act (NLEA) of 1990. Vendor shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and other data related to Supplies covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to Vendor and shall conduct audit(s) during Vendor's normal business hours, unless Vendor consents otherwise. In the event that OUSD discovers through its contract monitoring process or formal auditing process that Supplies were priced incorrectly, Vendor agrees to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the noncompliance.

13. **CONTRACTOR DEFAULT; REMEDIES.** If the Vendor fails to fulfill its obligations under this Contract, such failure shall constitute an event of default. On or after any event of default, District shall have the right to exercise its legal and equitable remedies, including without limitation, the right to: (a) seek specific performance of all or any part of this Contract, (b) terminate this Contract at no cost to District in accordance with Section 15 ("Termination") herein; or (c) exercise any other legal or equitable remedy. In addition, District shall have the right (but no obligation) to cure (or cause to be cured) on behalf of the Vendor any event of default. Vendor shall pay to District on demand all costs and expenses incurred by District in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. District shall have the right to offset from any amounts due to Vendor under this Contract or any other contract between District and Vendor all damages, losses, costs or expenses incurred by District as a result of such event of default and any liquidated damages due from Vendor pursuant to the terms of this Contract or any other contract between District and Vendor. Any such offset by District will not constitute a waiver of any other remedies the District may have against Vendor for financial injury or otherwise. All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

#### 14. **TERMINATION.**

- a. In the event of Vendor default pursuant to Section 14 ("Contractor Default; Remedies") of this Contract, wherein Vendor fails to perform any of its obligations under this Contract, in addition to any other remedies available to the District, the District through the Purchaser may terminate this Agreement, and all of the Vendor's rights hereunder shall end. Termination shall be effective thirty (30) days after Vendor receipt of written notice of termination from the District delivered pursuant to Section 34 ("Notice to the Parties"). No new work will be undertaken, and no new deliveries will be made, as of the effective date of termination. In the event of termination for cause, the Vendor shall be paid for those services performed and deliveries made under this Contract to the satisfaction of the District up to the effective date of the termination. However, pursuant to Section 14 ("Contractor Default; Remedies") herein, District may offset from any such amounts due Vendor any costs to District arising from Vendor's default and may otherwise demand payment from Vendor of such costs.



- b. The District may terminate this Contract prior to expiration of the term without cause and without penalty, in whole or in part for District's convenience and without cause at any time by giving Vendor thirty (30) days written notice of such termination. The notice shall specify the date on which termination shall become effective. In no case shall the termination become effective in fewer than thirty (30) days from the date that the notice is deemed received pursuant to Section 34 ("Notice to the Parties"). The District reserves the right to immediately terminate the awarded contract if the circumstances are detrimental to the health and welfare of the students and/or school personnel, the quality of services are seriously affected, or the vender ceases operations.

In event of termination for convenience, Vendor will be paid for those services performed, or deliveries made, pursuant to this Contract and to satisfaction of District up to the specified date of termination. In no event will District be liable for costs incurred by Vendor after the specified date of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on this Contract, post-termination employee salaries, post-termination administrative expenses, or any other costs which is not reasonable or authorized under this Section.

15. TAXES. The District is exempt from federal excise tax except on articles for resale. Vendor will enter state and local sales or use tax, and excise tax if applicable on invoices, but neither should be included in any invoice presented for payment. Payment of any taxes, including California Sales and Use Taxes, levied upon this Contract, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Vendor and at no additional cost to the District.

#### 16. INSURANCE.

- a. Without in any way limiting Vendor's liability pursuant to the "Indemnification" section of this Agreement, prior to award, Vendor shall procure and maintain during the full term of this Agreement, at the Vendor's expense, insurance acceptable to the District and as follows:
  - i. Vendor shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, for sexual misconduct, harassment, bodily injury and property damage. Coverage for sexual misconduct and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against Vendor. The policy shall protect Vendor and OUSD in the same manner as though each were

separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

- ii. Vendor shall procure and maintain, at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.
- b. All policies shall provide thirty (30) days advance written notice to the District of cancellation, nonrenewal or reduction in coverage to the following office:  
Oakland Unified School District  
Attn: Risk Management  
1000 Broadway, Suite 440  
Oakland, CA 94607
- c. If any policies are written on a claims-made form, Vendor agrees to maintain such coverage continuously throughout the term of this Agreement and, without lapse, for the period of this Agreement, such that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered.
- d. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs are included in such general annual aggregate limit, such annual aggregate limit shall be double the occurrence or claims limits specified above.
- e. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the District receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the District may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- f. Before commencing any operations under this Agreement, Vendor must provide the District with the certificates of insurance, an endorsement showing the additional insured policy, all with insurers satisfactory to the District, evidencing all coverage set forth above, and shall furnish complete copies of policies promptly upon the District's request. Vendor also understands and agrees that the District may withhold payment for products / services performed for any violations of the insurance provisions of this Agreement.
- g. Approval of the insurance by the District shall not relieve or decrease the liability of Vendor hereunder.

17. Limitation of OUSD Liability. Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Section 5 (Compensation). Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the items delivered in connection with this Agreement.

18. Indemnification.

- a. To the fullest extent permitted by California law, Vendor shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses whatsoever arising out of Vendor's or the Vendor Indemnified Parties' negligence, willful misconduct, or breach of any provision(s) of this Agreement. Vendor also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, Vendor, or subcontractor furnishing work, services, or materials to Vendor arising out of the performance of this Agreement. Vendor shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at Vendor's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that Vendor proposes to defend OUSD Indemnified Parties.
- b. To the fullest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless Vendor, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("Vendor Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's gross negligence or willful misconduct.

19. Damage. Vendor shall be held responsible for any breakage, loss of OUSD's equipment or supplies through negligence of Vendor or Vendor's employees while working on OUSD's premises. Vendor shall be responsible for restoring/replacing any equipment or facilities so damaged. Vendor shall immediately report to OUSD any damages to the premises resulting from services performed under this Agreement.

20. INDEPENDENT CONTRACTOR. Vendor or any agent or employee of Vendor shall be deemed at all times to be an independent contractor and not an employee of the District. Vendor shall be wholly responsible for the manner in which it performs the services required by District under this Contract. Vendor or any agent or employee of Vendor shall not have employee status with the District, nor be entitled to participate in any plans, arrangements, or distributions by District pertaining to or in connection with any retirement, health, or other benefits that District may offer its employees. Vendor or any agent or employee of Vendor is liable for the acts and omissions of itself, its employees and its agents. Vendor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including but not limited to, FICA, income tax withholdings, unemployment compensation, insurance and other similar responsibilities related to Vendor's performing services and work, or any agents or employee of Vendor providing same. Nothing contained in this Agreement shall be construed as creating an

employment or agency relationship between the District and Vendor or any agent or employee of Vendor. Any terms in this Contract referring to direction from District shall be construed as providing for direction as to policy and the result of Vendor's work only, and not as to the means by which such a result is obtained. District does not retain the right to control the means or the method by which Vendor performs work under this Agreement. If any governmental authority should, nevertheless, determine that Vendor is an employee, then the District's payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to Vendor and to the applicable governmental authority does not exceed the maximum amount of compensation specified in this Agreement. Vendor shall refund any amounts necessary to effect such reduction.

21. COMPLIANCE WITH LAW. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Vendor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1 or 45125.2, confidentiality of records, Education Code section 49406 and others. Vendor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach. Without limiting the generality of the foregoing, Vendor agrees to comply with all provisions of Education Code section 45125.1 or 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. Vendor shall not permit any employee to have any contact with OUSD pupils until such time as Vendor has verified in writing to OUSD that the employee has not been convicted of a felony, as defined in Education Code section 45125.1. Vendor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of the Vendor. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to OUSD prior to each individual's commencement of employment or performing any portion of the services required hereunder and prior to permitting contact with any student.

22. CERTIFICATES/PERMITS/LICENSES/REGISTRATION. Vendor and Vendor's employees and agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Supplies pursuant to this Agreement.

23. BUY AMERICAN. To the extent applicable, Vendor agrees to comply with California Public Contract Code section 3410 and 7 CFR 210.21(d) and a preference to U.S. Grown processed foods, produce, etc. shall be provided when economically feasible. Fifty-one percent of the final processed end product must consist of agricultural commodities that were grown domestically.

24. CIVIL RIGHTS ASSURANCES; NON-DISCRIMINATION. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior

civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992.

Submit your completed form or letter to USDA by:

Mail:

U.S. Department of Agriculture  
Director, Center for Civil Rights Enforcement  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410

Fax: (202) 690-7442

Email: [email:program.intake@usda.gov](mailto:email:program.intake@usda.gov).

In addition to the above, it is the policy of OUSD that in connection with all work performed under contract with OUSD there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Vendor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code sections 1735 and 1777.6 and OUSD policy. In addition, Vendor agrees to require like compliance by all its subcontractor (s). Vendor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

25. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. In performance of this contract, the Vendor and District shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat 871).

26. ENVIRONMENTAL PROTECTION AGENCY COMPLIANCE. In performance of this contract, the Vendor and District shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (2 CFR 200 Appendix II(G))

27. CONFIDENTIALITY AND DATA PRIVACY.

- a. OUSD may share information with Vendor pursuant to this Agreement in order to further the purposes thereof. Vendor and all Vendor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of delivering the Supplies, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.
- b. Vendor understands that student data is confidential. Vendor will not access or receive student data in connection with this Agreement.

28. INCIDENT/ACCIDENT/MANDATED REPORTING.

- a. Vendor shall notify OUSD, via email pursuant to Section 34 (Notice to the Parties), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the Supplies. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. Vendor shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. Vendor shall bear all costs of compliance with this Section.
- b. To the extent that an employee, subcontractor, agent, or representative of Vendor is included on the list of mandated reporters found in Penal Code section 11165.7, Vendor agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

29. CORONAVIRUS/COVID-19.

- a. Through its execution of this Agreement, Vendor declares that it is able to meet its obligations and deliver the Supplies required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. Consistent with the requirements of Section 29 (Incident/Accident/Mandated Reporting), Vendor agrees to notify OUSD, via email pursuant to Section 34 (Notice to the Parties), within twelve (12) hours if Vendor or any employee, subcontractor, agent, or representative of Vendor who has been present on OUSD campuses tests positive for COVID-19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.

- c. In addition to the requirements of subsection (b), Vendor agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to Vendor or any employee, subcontractor, agent, or representative of Vendor and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
- d. Vendor shall bear all costs of compliance with this Section, including but not limited to those imposed by this Agreement.

30. DRUG-FREE/SMOKE FREE POLICY. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, Vendor, or subcontractors are to use controlled substances, alcohol or tobacco on OUSD property.

31. CONFLICT OF INTEREST.

- a. Vendor shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. Vendor shall not hire any officer or employee of OUSD to provide any supply or material by this Agreement without the prior approval of OUSD Human Resources.
- b. Vendor affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between Vendor's family, business or financial interest and the supplies/materials provided under this Agreement, and in the event of change in either private interest or supplies/materials under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- c. Through its execution of this Agreement, Vendor acknowledges that it is familiar with the provisions of Government Code sections 1090 *et seq.* and sections 87100 *et seq.*, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Vendor receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Vendor agrees it shall notify OUSD in writing.

32. SUSPENSION AND DEBARMENT CERTIFICATION. Through its execution of this Agreement, Vendor certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

33. NOTICE TO THE PARTIES. All legal notices provided under this Agreement shall be sent: (i) via email to the email address set forth below, (ii) personally delivered during normal business hours or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other Party at the address set forth below.

**OUSD**

Oakland Unified School District  
Nutrition Services Department  
Attn: Amy Glodde, Interim Executive Director  
Email address: Amy.Glodde@ousd.org

**VENDOR**

Individual Food Service  
Attn: MITCHEL LIDAY  
INDIVIDUAL FOODSERVICE  
5496 LINDBERGH LANE, BELL, CA 90201  
Email address: MLIDAY@INDFOOD.COM

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either Party must give written notice of a change of mailing address or email.

34. FORCE MAJEURE CLAUSE. Performance by either Party shall not be deemed to be in default where delays are due to natural disasters that are not caused by and are outside the reasonable control of the Parties, including without limitation, war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, quarantine restrictions, pandemics, freight embargoes, acts of terrorism, acts of the public enemy, epidemics or pandemics, government order, court order, or other similar causes beyond the control of the defaulting Party, the acts or failures to act of a public agency other than OUSD. An extension of time for any such cause shall be for the period of the forced delay, shall commence to run from the time of commencement of the cause, and will be deemed granted if notice by the Party claiming such extension is sent promptly to the other Party.

35. LIQUIDATED DAMAGES; PENALTIES. OUSD shall hold Vendor liable and responsible for all damages, which may be sustained because of Vendor's failure to comply with any condition herein. Additional costs accrued by OUSD as a result of such failure to comply may be deducted from any unpaid invoices. In the event that Vendor delivers any product which does not conform to the specifications, OUSD may, at its option, annul and set aside this Agreement, either in whole or part, and make and enter into a new contract in accordance with law for furnishing such product or products so agreed to be furnished.

36. MISCELLANEOUS PROVISIONS.

- a. Assignment. The rights and obligations of Vendor under this Agreement shall not be assigned, transferred, or sold by Vendor without first obtaining the express written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void. Vendor shall not assign or subcontract the work or any part thereof, without the previous written consent of the District, nor shall Vendor assign, by power of attorney or otherwise, any of the money payable under this Agreement unless written consent of OUSD has been obtained. No right under this contract, or claim for any money due or to become due hereunder shall be assessed against OUSD or persons acting for OUSD, by reason of any alleged assignment of this Agreement or any part



thereof, unless such assignment has been authorized by the written consent of OUSD. In the event that Vendor is permitted to assign monies due or to become due under this Agreement, the instrument of assignment shall contain a clause subordinating the claim of materials supplied for the performance of work. Subject to the foregoing, this Agreement shall inure to the benefit of and shall be binding upon the District and Vendor and their respective successors and assigns.

- b. Waiver. No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.
- c. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- d. Governing Law and Venue. This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
- e. Incorporation of Recitals and Exhibits. Any recitals and exhibits attached to this Agreement are incorporated herein by reference. Vendor agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
- f. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties .
- g. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
- h. Captions and Interpretations. Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- i. Calculation of Time. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.

- j. Counterparts and Electronic Signature. This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either Party and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing Party and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each Party waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
- k. Entire contract; severability. All of the agreements between the Parties are included in the Agreement and Vendor's attached proposal. No warranties, expressed or implied, representations, promises or statements have been made by either Party except as expressly provided. Should the application of any provision of this Contract to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of the other provisions of this Contract shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.
- l. Modification of agreement. No oral statement of any person whosoever shall in any manner or degree modify, alter, or otherwise affect the terms of this Agreement. The District reserves the right to modify the awarded contract by mutual agreement so long as such modification would not result in a material change to the solicitation and awarded contract. Such modifications will be evidenced by the issuance of a written authorized amendment by OUSD.
- m. Agreement Publicly Posted. This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
- n. Signature Authority.
  - i. Each Party has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
  - ii. Notwithstanding subsection (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. Vendor agrees not to accept the signature of any OUSD employee as having the proper

authority and empowered to enter into this Agreement or as legally binding in any way.

iii. If this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate Vendor for Supplies/Materials satisfactorily provided through the date of termination. Upon termination, Vendor shall provide OUSD with all materials produced, maintained, or collected by Vendor pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

*[Handwritten signature]*

o. Contract Contingent on Governing Board Approval. OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to Vendor absent such formal approval or valid and proper execution.

IN WITNESS WHEREOF, the Parties hereto agree and execute this Agreement and to be bound by its terms and conditions:

**VENDOR**

Name: MITCHELL LIDAY

Signature: *[Handwritten Signature]*

Position: MGR., FOODSERVICE CROSS-SELLING & EDUCATION

Date: 05/11/2023

**OUSD**

Name: Mike Hutchinson

Signature: *[Handwritten Signature]*

Position: President, Board of Education

Date: 6/8/2023

Board President

Name: Kyla Johnson-Trammell

Superintendent

Position: Superintendent & Secretary, Board of Education

Chief/Deputy Chief

Sign: *[Handwritten Signature]*

Date: 6/8/2023

Approved as to form by OUSD Department of Nutrition Services Legal Counsel:  
Name: Kelly M. Rem      Signature: *[Handwritten Signature]*      Date: 5-11-23





**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
*Community Schools, Thriving Students*

**INVITATION TO BID**  
**REQUEST FOR PROPOSAL (RFP)**

**March 24, 2023**

**To: Interested Providers**

The Oakland Unified School District ("OUSD") ("District") is soliciting proposals for the following:

**PROJECT:**

**Request for Proposal (RFP) 22-138NS**  
**FOOD SERVICE SUPPLIES**  
**K-12 MEAL PROGRAM**

**BACKGROUND:**

The Oakland Unified School District (District) operates under a locally-elected seven member Board form of government and provides educational services to grades CDC/Pre-K - Adult. The District operates eighteen (18) child development centers, forty-seven (47) elementary schools, eleven (11) middle schools, ten (10) high schools, five (5) K-8, four (4) K-12, six (6) alternative ed and other programs as well. The District serves approximately 35,489 students. We encourage you to visit our website <https://www.ousd.org/ousd> for more information about the District.

**BID INFORMATION:**

For more information about our RFP, please visit our [Procurement Webpage](#).

Sincerely,

**Rosaura M. Altamirano**

*Senior Manager, Supply Chain & Logistics*

[rosaura.altamirano@ousd.org](mailto:rosaura.altamirano@ousd.org)

Procurement Department

900 High Street, Oakland, CA 94601

(510) 879-2990 ph.



# **OAKLAND UNIFIED SCHOOL DISTRICT**

*Community Schools, Thriving Students*

**Request for Proposal (RFP) #22-138NS**

**FOOD SERVICE SUPPLIES  
K-12 MEAL PROGRAM  
FOR NUTRITION SERVICES**

**\* Submit proposals and all questions/inquiries to:**

**OAKLAND UNIFIED SCHOOL DISTRICT  
Attention: Procurement Department  
900 High Street, 2nd Floor  
OAKLAND, CA 94601**

**email: [procurement@ousd.org](mailto:procurement@ousd.org)  
phone: (510) 879-2990**

**Proposals Due:  
April 24, 2023 at 2:00 PM PST**

THE TERMS AND CONDITIONS OF THIS RFP ARE GOVERNED BY  
THE APPLICABLE STATE AND FEDERAL LAWS.

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### **RFP Schedule Of Events**

The following schedule will be used by the District for this RFP.

<b>DATE</b>	<b>ACTION</b>
RFP Posting/First Advertisement:	March 24, 2023
Pre-Bid Conference:	April 7, 2023 @ 9:00 a.m. pst (Zoom link on Procurement Website)
Deadline for Questions:	April 14, 2023 @ 2:00 p.m. pst
<b>Proposal/Bid Submitted to District:</b>	<b>April 24, 2023 @ 2:00 p.m. pst</b>
Proposal/Bid Opening:	April 25, 2023 @ 2:00 p.m. (Zoom link on Procurement Website)
Potential Interviews (If Necessary):	May 1-3, 2023
Final Award of RFP (BOE):	May 5, 2023
Contract Start Date:	July 1, 2023

**\*\*OUSD will use every effort to adhere to the schedule. However, OUSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at [www.ousd.org/procurement](http://www.ousd.org/procurement).\*\***

Proposers are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Proposers known to have received a copy of the RFP. Proposers must acknowledge receipt of any and all RFP amendments. This shall be done by signing the Acknowledgement of Amendment(s) to RFP form. If a Proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request for such explanation. Requests should be addressed via email to:

***Rosaura M. Altamirano***  
*Senior Manager, Supply Chain & Logistics*  
[rosaura.altamirano@ousd.org](mailto:rosaura.altamirano@ousd.org)

The District will advise all Proposers known to have received a copy of the RFP of the explanation or clarification, by email or by formal RFP amendment via email as the District may in its sole discretion deem appropriate.



### Submission Instructions

Sealed Proposals must be received prior to **April 24, 2023 at 2:00 PM PST**

**Provider to submit:**

(1) Hardcopy Proposal & (1) USB - Electronic RFP version

Proposal shall be clearly marked: **“Response to RFP No. 22-138NS”**

Proposal shall be submitted to:

**OAKLAND UNIFIED SCHOOL DISTRICT  
FOOD SERVICE SUPPLIES K12 MEAL PROGRAM  
Attention: PROCUREMENT DEPARTMENT  
900 High Street  
OAKLAND, CA 94601**

Sealed Proposal packages shall be delivered to the **Procurement Department** no later than **April 24, 2023 at 2:00 PM. PST**

Proposals submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the proposal directly to the **Procurement Department, 900 High Street 2<sup>nd</sup> Floor Oakland, CA 94601 between the hours of 9:00am - 2:00pm.** All proposals delivered after scheduled closing time for receipt of proposals will not be considered. Incomplete proposals may be deemed non-responsive and therefore not considered.

The District reserves the right to reject any or all proposals. The award of this solicitation is conditional on the winning bidder accepting the terms of the contract available to view online, at <https://www.ousd.org/bidopportunities>. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

## **Local and Small Local Business Program**

In order to provide economic opportunity for Oakland residents and businesses and stimulate economic development in Oakland, the District has implemented a Local, Small Local and Small Local Resident Business Enterprise Program ("Local Business Program"). The District encourages Local, Small and Small Local Resident Businesses to apply.

Contractors claiming preference as a ***certified*** Oakland Small Business must attach a copy of their certification letter to their bid. This RFP, and subsequent amendments and/or updates will be available at: <https://www.ousd.org/procurement>. **Contractors are responsible for checking this website for information and changes to this RFP.**

## **Notice to Bidders**

The Oakland Unified School District ("District") is requesting submission of statements of qualifications and proposals ("Proposals") from qualified persons, firms, partnerships corporations, associations or professional organizations ("Bidder(s)") for the provision and delivery of Food Service Supplies ("Products") to the District, as further described herein.

## **General Information about the District**

The District is located in Alameda County and has a projected student enrollment for the 2022 - 2023 school year of approximately 35,489 students. The District has one (1) delivery site. The District is seeking Proposals from qualified companies to procure and deliver products. This RFP defines the Program (as defined below), the products and the services that are being sought from the Bidders and generally outlines the Program requirements.

The District is seeking to:

1. Reduce landfill-bound plastic products,
2. Purchase high quality paper products at the best possible price,
3. Offer more sustainable paper products,
4. Utilize items made from recycled materials and items that are recyclable,
5. Utilize the expertise of our vendor to incorporate compostable options when affordable,
6. Partner with a vendor that will provide excellent customer service.

**Proposal Submission Checklist - Attachment "1"**

TO BE SUBMITTED WITH PROPOSAL

**Bidder Name:**

INDIVIDUAL FOODSERVICE

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**This checklist must be submitted with Bidder's Proposal.**

**REQUIRED DOCUMENTS:**

- Proposal Submission Checklist (Att. 1, this form)
- Request for Proposal Signature Page (Att. 2)
- Evaluation Criteria (Att. 3)
- Vendor Questionnaire (Att. 4)
- References with 2 References (Att. 5)
- Non Collusion Affidavit (Attachment 6)
- Bidder's Statement Regarding Insurance Coverage (Att. 7)
- Worker's Compensation Insurance Certification Form (Att. 8)
- Drug Free Workplace Certification (Att. 9)
- Equal Opportunity Employment (Att. 10)
- Fingerprint Clearance/Criminal Background Investigation (Att. 11)
- Certificate of Independent Price Determination (Att. 12)
- Suspension and Debarment Certification (Att. 13)
- Certification Regarding Lobbying (Att. 14)
- Iran Contracting Act of 2010 Compliance Affidavit (Att. 15)
- Itemized Bid Lists (Att. 16) - *\*Fillable version online at <https://www.ousd.org/Page/22408>*
- Statement of Pricing (Include in your proposal)
- HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)
- Addenda

## **Proposal Instructions and General Requirements**

**Buy American Provision and Local Preference** – The District participates in the National School Lunch Program and is required to ensure that food purchased for use in school meals meets the requirements of the Buy American Provision. The Buy American Provision requires School Food Authorities to purchase, to the maximum extent practicable, domestic commodities or products. A domestic commodity or product is defined as an “agricultural commodity that is produced in the United States, and a food product that is processed in the United States substantially using agricultural commodities produced in the United States.” The provision further defines “substantially” to mean over 51% from American products (7 CFR Part 210.21(d)). Whenever possible, the district prefers locally grown (within 250 miles), then California Grown, then American Grown produce. If Local, California or American Grown produce is unavailable in sufficient quantities to provide affordability, then only produce inspected and approved by USDA is acceptable.

**Bidder Questions Regarding this Request for Proposals** – Any questions regarding this Request for Proposals shall be emailed to the Oakland Unified Procurement Department at [procurement@ousd.org](mailto:procurement@ousd.org) prior to the April 14, 2023 at 2:00 pm pst deadline.

**Deadline for Receipt of RFPs** – Proposals shall be delivered to the District, on or before the day and hour set for the opening of the Proposals. Proposals shall be placed in a sealed envelope and submitted to the District via mail to: Procurement Department, 900 High St, Oakland, California, 94601. Any Proposal received after the scheduled closing time in the RFP shall be unopened. All unsigned Proposals will be rejected. After the Proposals are opened at the designated time, no commitment will be made at that time until all Proposals are evaluated for pricing, specifications and other pertinent information.

**The RFP** – All numbers on the bid should be stated in figures, and signatures of all individuals must be in long-hand. Unsigned Proposals will not be accepted. FAX copies of Proposals will not be accepted for formal advertised RFPs.

**Responsibility** – Bidders are solely responsible for ensuring their Proposal is received by the District in accordance with the solicitation requirements before the date and time specified in the RFP, and at the place specified. The District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery.

**HACCP Plan or Food Security and Safety Program** – The Successful Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that: Bidder’s staff are properly and regularly trained in current safety procedures, Bidder’s facilities are regularly inspected by accredited agencies and proposer’s facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or

otherwise. If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin. Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. The Successful Bidder(s) shall ensure all products delivered to the District shall be prepared, handled and are stored in accordance with the health and sanitation standards of the state of California and Federal Government.

**Drug Free Workplace Certificate** – In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the Successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The Successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the Successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the Successful Bidder.

**Term of Contract** – Minimum contract term is one (1) year. Quoted prices must stay in effect for twelve (12) months after award of RFP and may be extended upon mutual consent of Oakland Unified School District and vendor for two (2) additional one (1) year periods in accordance with provisions contained in the Education Code, Sections 17596. If extended, price increases may be negotiated **subject to existing local market conditions, and as determined by the California Consumer Price Index (CPI) with prior District consent.** In the event of a general price decrease the District reserves the right to revoke the RFP award unless the decrease is passed on to the District.

### **Pricing**

Provide a detailed Statement of Pricing for Products to be provided. Bidder shall provide evidence and documentation of cost (at invoice price) to the District upon the District's request. Bidders submitting a RFP shall specify product pack, size, and case count pertaining to each item. Errors in price computations will not excuse Bidder from holding price.

**Pricing Terms** – Contract prices awarded for fixed price items shall remain firm for the contract period. Prices proposed for all items will be for the period July 1, 2023, through June 30, 2024. All orders placed by the District will be delivered and invoiced at the Agreement price regardless of the actual delivery date. Proposers must agree to fix contract fees for the first year. If the organization intends to revise its fee schedule after the initial one-year period, it must give written notice to the District 90 days in advance of any fee change. Fees may be changed only on the contract expiration date with 90 days notice. These fees are subject to negotiation and approval by the District.

**Itemized Bid List** – The District’s Itemized Bid Lists is attached hereto. The “Notes” section should be used to indicate if an item is a special order, requires a minimum purchase, or is an alternative to what was listed. Proposals must include the unit price for the unit that is listed on the form (example: if an ounce price is requested, do not list the pound price). Bidder is responsible for converting any differences in pack size to the same total volume as requested.

**Modifications of Contracted Price Lists to Acquire Additional Goods or Increase Quantities of Listed Goods** – Items not included in the executed contract can be added only if all of the following conditions are met: The total value of all added goods and quantities of listed goods does not exceed the limit specified in the original solicitation and contract. If the value of additional goods exceeds the specified limit, a separate procurement for those goods must be conducted or these purchases will be considered an unallowable cost. The USDA recommends limiting the additional costs to 10 percent of the estimated value of the contract.

**All Other Costs or Fees** – Pricing information for, without limitation, transactional services, additional services, Bidder’s mark-up on subconsultant and subcontractor prices, general conditions, and all other categories of costs, expenses, fees, or charges that Bidder anticipates will be a part of its price to provide the Products.

#### **District Evaluation/Selection Process**

**Basis for Selection** – The responsiveness, competency and responsibility of Bidders and of their proposed subcontractors will be considered in making the award of contract. Any Bidder before being awarded a contract may be required to furnish evidence to the District that the Bidder has sufficient means and experience in the type of work called for to assure completion of the contract in a satisfactory manner. The District reserves the right to reject the Proposal of any Bidders as not responsible and not qualified to provide the products under consideration who have previously failed to perform properly or to complete on time contracts with the District of a nature similar to this procurement. A responsive Proposal is one that meets all terms, conditions, and specifications of the Proposal. The award of this solicitation is conditional on the winning bidder accepting the terms of the contract available to view online, at <https://www.ousd.org/Page/22408>. The Bidder must perform and do what the Proposal documents and contract requirements say they must do, whether it be pricing in a certain way, attending a mandatory pre-proposal conference, providing bonds, etc.

A Proposal which substantially conforms, though not strictly responsive, to a call for Proposals may be accepted if the variance cannot have affected the amount of the Proposal or given a Bidder an advantage or benefit not allowed to other Bidders. or, in other words, if the variance is inconsequential.

**The District reserves the right to reject any and all Proposals or alternatives and waive any informality or irregularity in the Proposals or in the bidding, and to determine responsiveness and responsibility of Bidder, including but not limited to those areas mentioned above. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever.**

**Evaluation/Award** – The District intends to select one of the Bidders—but reserves the right to select no Bidder or more than one Bidder—that best meet(s) the District's needs to provide the Products as described in this RFP. From the Bidders that provide Proposals to the District, the District may, at its discretion, interview some or all of those Bidders. One or more Bidders may be selected (“Successful Bidder”). The Successful Bidder will be selected based on qualifications and demonstrated competence that include relevant experience with public agencies, including local agencies, and a proven track record of success for these types of Products. Proposals will be evaluated separately and will be awarded to one or more Bidders based on the highest scored Proposal. The Evaluation Criteria, Descriptions, and Point Scoring are listed in Attachment 3. The contract awarded through this bid will be non-exclusive, meaning that the District may purchase, at its discretion, food service supplies from other vendors throughout the contract if it deems necessary.

**Previous Performance** – Bidders are advised that the District reserves the right to reject a Proposal from a Bidder that cannot demonstrate the ability to provide the goods or services required. Bidders who have demonstrated unsatisfactory performance may be subject to disqualification as a responsible Bidder submitting a Proposal, thereby disqualifying the Bidder from contract award.

### **Terms and Conditions**

**In addition to the following, this RFP is subject to the terms of the Contract attached and included herewith.**

**Acceptance of Proposals** – The District reserves the right to reject any or all Proposals and to select individual items. Proposals may be rejected on grounds of non-responsiveness or non-responsibility. The District does **NOT** guarantee that all items shown on this Proposal will be purchased. The right is reserved to purchase additional quantities at the Proposal prices during the contract period. It is not intended that large variations from the listed quantities will be made, but quantity additions or deletions shall be at the option of the District. The District reserves the right to reject any

or all Proposals or waive any irregularities or informalities in any Proposals or in the bidding.

**Alteration of Request for Proposal Text** – Changes in or additions to the Request for Proposal, as well as any attachments, amendments or other official correspondence related to this Request for Proposal may not be manually, electronically or otherwise altered by Bidder or Bidder's agent(s). Recapitulations of the Products proposed upon, alternative Proposals, or any other modification of the Request for Proposal which is not specifically called for in the award agreement documents may result in the District's rejection of the Proposal as not being responsive to the Request for Proposal. No oral or telephonic modification of any Proposal submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the Bidder was placed in the mail prior to the opening of Proposals.

**Anti-discrimination** – Bidder shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve employment of people from historically disadvantaged groups and agrees to meet Federal and State guidelines. No discrimination shall be made in the employment of persons upon public works in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

**Authorized Distributor** – Successful Bidder must be an Authorized Distributor for the product offered, or with Bidder's quote, Bidder must submit documentation from an Authorized Distributor from whom Bidder has purchased the specified materials.

**Proposal Negotiations** – A Proposal response to any specific item of this Request for Proposal with terms such as "negotiable," "will negotiate," or similar, will be considered non-responsive to that specific item.

**California Public Records Act** – Responses to this RFP will become the property of the District and subject to the California Public Records Act, Government Code sections 7920.000 et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Bidder that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked "Confidential," "Proprietary," or "Trade Secret," the Bidder agrees, by submission of its response for the District's consideration, to defend, hold harmless, and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.



**Cancellation of Solicitation** – The District may cancel this solicitation at any time.

**Clarification, Corrections or Changes to Specifications** – All clarifications, corrections, or changes to the solicitation documents will be made by Addendum only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or in email. Interpretations, corrections, and changes shall not be binding unless made by the Addendum. All Addenda issued shall become part of the Agreement documents. Addenda will be sent to all known solicitation holders by email or U.S. mail. It is the Bidder's sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by an Addendum.

**Competency of Bidders Submitting a Proposal** – A proposal will only be accepted from, or contract awarded to, a contractor who is licensed in accordance with the law, to whom a proposal form has been issued by the District and who has successfully performed on projects of similar character and scope to the proposed work. A representative of the District, prior to contract award may examine the business premises of any Bidder submitting a Proposal. Bidders submitting a Proposal shall agree to fully comply with all City, State and Federal laws, regulations and ordinances governing performance of an awarded contract. It will be the responsibility of the contractor to obtain any clearances necessary for completion of the contract.

**Compliance with OSHA** – Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the District harmless for any failure to so conform.

**Cost of Proposal Preparation** – Cost of preparation of the response to this RFP is solely the responsibility of the Bidder submitting a Proposal. The District accepts or implies no liability in the cost of preparation.

**Definitions** – Responsible: a bidding party possessing the skill, judgment, qualifications, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive: a Proposal which meets all of the specifications set forth in the RFP.

**District Requirements** – The quantity shown is the estimate of consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the RFP and required during the contract period shall be ordered and purchased from the Successful Bidder(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period.

**Errors and Corrections** – The Proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by signatures/initials of the person or persons signing the Proposal. Correction of any such errors shall be made prior to the Proposal opening only. In the event of inconsistency between words and figures in the Proposal price, words shall control figures. In the event that the District determines that any Proposal is unintelligible, inconsistent or ambiguous, the District may reject such Proposal as not being responsive. The Proposal cannot be corrected after the Proposal opening.

**Examination of Proposal Documents** – Bidders submitting a Proposal shall thoroughly examine and be familiar with the specifications. The failure or omission of any Bidder submitting a Proposal to receive or examine any Proposal document(s), forms, instruments, Addendum or other document there existing shall in no way relieve any Bidder submitting a Proposal from obligations with respect to this RFP or to the contract. The submission of a Proposal shall be taken as prima facie evidence of compliance with this section.

**Examination of Locations** – It shall be the responsibility of the Successful Bidder to establish knowledge of the District and the specific delivery locations to familiarize him/herself with the access and egress, construction or building difficulties and method of delivery, all of which could affect the Successful Bidders ability to service the District. It shall be the responsibility of the Successful Bidder to cope with all these eventualities.

**Failure to Comply with Instructions** – Failure to comply with any of the instructions stated in the Proposal documents may result in rejection of the Proposal.

Any party submitting a Proposal shall not contact, or lobby any District Board member, official, employee, agent or representative during the Bidding process including up to the date of Board action, except as specified in the Proposal for contact. Any party attempting to influence the Proposal including the submittal, review process and awarding of the Proposal will have their Proposal rejected for violating this term and condition of the RFP.

Any party, individual, group or firm, not submitting a Proposal, but which may have a financial or business interest in the award of the Proposal shall not contact or lobby any District Board member, official, employee, agent, contractor or representative, including up to the date of Board action. Any and all public comment regarding the Board's action in the award of this Proposal will be accepted on the date of Board action in a public meeting pursuant to the Brown Act.

**FOB Destination Pricing** – All shipments shall be made FOB destination, Oakland, California FOB destination indicates that the seller is responsible for shipment until it is tendered to the District. The District will not pay for shipping and handling, nor shall the District pay for any fuel surcharges that are not indicated herein. If the material is not received within the time specified for delivery, it will be received at the discretion of the District. Should it be necessary to refuse delivery of any material contained in the

Proposal document, the Bidder shall be responsible for the cost of retrieving the merchandise in question.

**Formation of Contract** – Bidder's signed Proposal and District's written acceptance with approval from the District's Governing Board shall constitute a binding contract.

**Contract Term** - It is the intent to award the contract for an initial one year period with the option to renew it for two (2), one-year periods for a possible total contract term of 3 years. The decision to renew the contract(s) will be at the sole discretion of the District and agreed upon by both parties.

**Insurance Requirements** – Successful Bidder shall maintain insurance as specified in the Section titled, "Minimum Insurance/Coverage." Successful Bidder must furnish the District with the Certificates of Insurance proving coverage as specified in the section titled, "Minimum Insurance/Coverage" and naming the District Additional Insured by endorsement within ten (10) calendar days. Failure to furnish the required certificates within the time allowed may result in withdrawal of award.

**Packing, Crating, Cartage** – The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response unless otherwise specifically stated in the District's request. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight. Bidder submitting a Proposal shall specify product pack, size, and case count pertaining to each item. Containers must be sealed, labeled with product name, shelf life/best if used by date and storage requirements. All costs for containers shall be borne by the vendor.

**Payment** – (a) Bidder shall state payment terms offered. (b) Payment will be made on the pay period after receipt and acceptance of goods and/or services and upon department confirmation of such acceptance.

**Post Award Meeting** – Prior to performing any work or providing any services specified on this Contract, the Successful Bidder may be required to meet with the District's Nutrition Services Department for the purpose of reviewing the products and services offered herein, determining milestones regarding the District's expectations, and to discuss any issues related to the execution of this RFP. The Successful Bidder shall perform all work in accordance with such schedule pursuant to the Terms & Conditions of this RFP and the awarded Contract. The District will approve all materials associated with this RFP.

**Right to Inspect Successful Bidder Facilities** – The District reserves the right to inspect the Successful Bidder's facilities prior to award of contract and/or during the term of the contract and if representatives of the District determine after such inspection

that the Successful Bidder is not capable of performance satisfactory to the District, the Proposal will not be considered or the Agreement can be canceled.

**Substitutions** – All Bidders must conform to the specifications set forth in these Proposal documents. The District reserves the right to reject all Proposals that do not conform to the specifications. Do not use “as specified” in responding to this requirement. At a minimum, descriptive technical literature fully describing the claimed “as equal” product must be attached to the Proposal. Suitability and valuation of “equal” rests in the sole discretion of the District.

**Taxes** – No Proposal shall include Federal Excise Tax, as the District is exempt from such tax and will furnish appropriate tax exemption certificates. The Successful Bidder shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the District from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

**Terms of the Offer** – The District’s acceptance of Bidder’s offer shall be limited to the terms herein unless expressly agreed in writing by the District.

**Tobacco-Free Environment** – All District sites have been designated as tobacco-free environments. Smoking and the use of tobacco products is prohibited at all times on all areas of District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

**Withdrawal of Proposal** – Any claim by a Bidder of error in its Proposal must be made in compliance with section 5100 et seq. of the Public Contract Code. The Bidders may withdraw Proposals only by written request received by the District’s Nutrition Services Department Interim Executive Director (or Executive Director if instated).

**Customer Service** – The District requires that the successful Bidder have a dedicated account manager working with The District on a consistent basis.

**Minimum Insurance/Coverage:** The Bidder agrees to purchase and maintain through the duration of the contract insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations set forth above. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000 per claim/occurrence, and \$2,000,000 in the aggregate. For the acts and activities contemplated by this agreement, at a minimum, the following shall be provided:

1. **Commercial General Liability Insurance:** Bidder shall maintain at its expense a policy of commercial general liability insurance, endorsed to include professional liability coverage relative to the scope of service performed by Bidder. Such insurance shall be maintained in a company or companies lawfully authorized to do business in California as admitted carriers so designated by the California Department of Insurance It is

preferred that such carriers will have a financial rating of at least "A,11" status as rated in the most recent edition of Best's Insurance Reports or as amended agreement between the District and Bidder. All policies shall contain a provision requiring thirty (30) days written notice to be given to the District prior to cancellation, modification, or reduction of limits.

2. **Additional Insured Endorsement:** Oakland Unified School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives shall be listed as Additional Insured as respects the operations of the named insured. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "Oakland Unified School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives shall be listed as Additional Insured as respects the operations of the named insured performed under the terms of this Agreement."
3. **Primary Insurance Endorsement:** In addition to the "Additional Insured" as stated above, said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "Such insurance as is afforded by the Endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the District, its elected and appointed officers, agents, employees, Bidders and representatives shall be excess only and not contributing with the insurance afforded by this Endorsement."
4. **Certificate of Insurance:** Prior to commencing services pursuant to this Agreement, Bidder shall provide certificates as evidence of the existence of the insurance required by this Agreement, on insurance certificates executed by a duly-authorized agent of Bidder's insurance provider. Such certificates shall include the Endorsements described in this Agreement as attachments.
5. **Workers' Compensation:** Bidder shall provide Workers' Compensation coverage as required by California law, and in signing this Agreement, makes the following certification: "Bidder is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of this Agreement." Prior to commencing services pursuant to this Agreement, Bidder shall provide a certificate indicating the existence of Workers' Compensation coverage as required by this Agreement, on an insurance certificate executed by a duly-authorized agent of Bidder's insurance provider.
6. **Injury and Illness Prevention:** Bidder shall maintain and enforce an Injury and Illness Prevention Program as required by State law, and in signing this Agreement, makes the following certification: "Bidder is aware of the provisions of California Labor Code, Division 5, and of the California Code of Regulations, Title 8, and shall maintain an active Injury and Illness

Prevention Plan in accordance with such provisions before commencing the performance of this Agreement.” The Injury and Illness Prevention Plan shall be available to the District upon request

7. **Commercial Automobile Liability:** If Bidder is going to operate a vehicle on District property or transport students in any capacity. Limits of liability shall include a minimum of \$1,000,000 combined single limit.
8. **Survivability:** The parties’ indemnity and coverage obligations shall survive the termination of this agreement with respect to any claim arising from the parties’ actual or alleged performance or non- performance of their respective rights, privileges, or obligations existing under this agreement.
9. **Joint Interests:** In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

#### Protests

Any Bidder may protest the District’s issuance of a notice of “Not To Award” if it believes that the District has incorrectly selected another proposer for the award. Notice of protest shall be filed with the District within five (5) business days after the notice of “Not to Award” is received. The notice of protest must include the name of the protesting bidder, a detailed description of specific grounds for protest, and copies of all supporting documents. Provider should submit the protest electronically by email to:

**Rosaura M. Altamirano**  
Senior Manager, Supply Chain & Logistics  
rosaura.altamirano@ousd.org

The protest must contain a complete statement of any and all bases for the protest.

The protest must refer to the specific portions of any documents that form the bases for the protest.

The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest, and all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

The procedure and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of protest. Failure to comply with any of these procedures, at the District’s sole discretion, shall constitute a waiver of any right

to further pursue the protest, including filing a Government Code Claim or legal proceedings.

**Delivery Requirements and Locations**

**Delivery Specifications -**

1. The Successful Bidder will partner with the District over the term of the contract resulting from this RFP to procure and deliver Food Service Supplies to the District. The District reserves the rights to make additions to, or deletions from, the lists of school sites to be served at any time during the period of the contract, and revise delivery times as required. Awarded vendor(s) will be required to make direct deliveries to 1 site. The site requires 1-2 days per week deliveries due to storage limitations or volume purchases and seeks a Bidder that can provide next day delivery for orders submitted before 2pm the previous day.
2. All deliveries shall occur between the hours of 5:00 a.m. and 10:00 a.m. pacific time. Overnight deliveries, or "Dark drops," will not be accepted. If a scheduled delivery day is a holiday, deliveries will occur on the next business day after the holiday.
3. Delivery to site must be completed within the designated delivery timeframe as indicated below. Delivery shall not be made so close to service time as to create concern by the school site.
4. District reserves the right to designate an alternate delivery location if the designated site is unable to receive deliveries for any reason. The District reserves the right to add or remove delivery sites as needed. The District also reserves the right to revise delivery times as required. Additional product and service requirements are outlined within the RFP.

<b>OUSD Delivery Location</b>					
<b>Location</b>	<b>Address</b>	<b>Delivery Times</b>	<b>Preferred Delivery Days</b>	<b>Number of Deliveries Per Week</b>	<b>Order Requirement</b>
Central Manufacturing Kitchen	2850 West Street, Oakland, CA 94601	5:00 am - 10:00 am	Monday-Friday TBD	1-2	Next day if submitted before 2pm on prior day

**Request For Proposal Signature Page - Attachment "2"**  
**TO BE SUBMITTED WITH PROPOSAL**

<b>By signing this, I certify that I am an authorized representative of the Bidder (or individual) and that information contained in this proposal is accurate, true, and binding upon the Bidder.</b>	
<b>Company Name</b>	INDIVIDUAL FOODSERVICE
<b>Signature of Company Official</b>	
<b>Name of Signer</b>	MITCHELL LIDAY
<b>Title of Signer</b>	MANAGER, FOODSERVICE CROSS-SELLING & EDUCATION
<b>Email Address</b>	MLIDAY@INDFOOD.COM
<b>Complete Mailing Address</b>	5496 LINDBERGH LANE
<b>City, State, Zip</b>	BELL, CA 90201
<b>Phone Number</b>	(310) 877-5449
<b>Date</b>	04/17/2023
<b>Minimum Dollar Amount for Delivery</b>	\$ 350.00
<input type="checkbox"/>	Check if no minimum dollar amount for delivery is required.
<b>Minimum Case Amount for Delivery</b>	
<input checked="" type="checkbox"/>	Check if no minimum case amount for delivery is required.



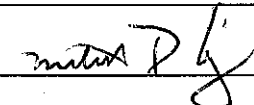
**Evaluation Criteria - Attachment "3"**  
**TO BE SUBMITTED WITH PROPOSAL**

<b>Award Criteria</b>	<b>Description and Points Awarded</b>	<b>Points Based On</b>	<b>Max Points</b>
<b>Price</b>	100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid.	Itemized Bid Lists	25
<b>Ordering System</b>	100% of Max Points: Availability of online ordering with order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. 70% of Max Points: Availability of placing e-mail orders with order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. 30% of Max Points: Ability to provide online or e-mail ordering and weekly price lists. Unable to provide velocity reports and/or monthly statements. 0 Points: Unable to provide e-mail or online ordering.	Responses to Questionnaire	15
<b>Delivery System</b>	100% of Max Points: Ability to deliver within the District's designated time/days. 75% of Max Points: Ability to deliver within District's designated time but on alternate delivery days. 0 Points: Unable to meet District's designated delivery time/days.	- Reference forms - Responses to Questionnaire	15
<b>Delivery Frequency</b>	100% of Max Points: Ability to deliver within 24 hours of order placement 0 Points: Unable to deliver within 24 hours of order placement	Responses to Questionnaire	15
<b>Sustainable Product Availability</b>	100% of Max Points: Products with recycled materials, recycled products are used whenever possible. Compostable products are available. 50% of Max points: Products with recycled materials and recycled products are used whenever possible. Compostable Products are not available. 0 Points: Products with recycled materials, recycled products and compostable products are not available.	Itemized Bid Lists, Questionnaire	15
<b>References or Past Performance</b>	100% of Max Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show: -Prompt responses and satisfactory resolution to requests for information and complaints & issues	-Reference forms -Responses to Questionnaire	10

	-Courtesy and responsiveness to all district personnel at all times -Ready access to decision-making executives and assigned point of contact. - 0 Points: References and/or vendor questionnaire that demonstrate poor performance or inability to meet criteria described above.		
<b>Food Safety and Sanitation Plan</b>	100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that: Bidder's staff are properly and regularly trained in current safety procedures, Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise. If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin. Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. 0 Points: Unable to meet or provide above specified criteria.	- HACCP Plan or Food Security and Safety Program - Reference forms - Responses to Questionnaire	5
			<b>100</b>

**By signing this, I acknowledge that I have reviewed OUSD's Evaluation Criteria.**

Name of Bidder (Person, Firm, or Corporation): INDIVIDUAL FOODSERVICE

Signature of Bidder's Authorized Representative: 

Date of Signing: 04/17/2023

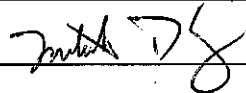
**Vendor Questionnaire - Attachment "4"**  
**TO BE SUBMITTED WITH PROPOSAL**

**Please complete this qualifying criteria questionnaire, use a separate sheet if necessary, and submit with your proposal.**

1. Is online ordering available?  Yes \_\_\_ No
  
2. What is your minimum for deliveries?  
THE MINIMUM DELIVERY IS \$350.00.
  
3. Can you meet the requirement for deliveries to be made 1-2 times per week with next day deliveries if orders are made by 2pm the previous day?  Yes \_\_\_ No
  
4. Can you meet the requirement for a 1 day lead time for orders?  Yes \_\_\_ No
  
5. Can deliveries be made from 5am - 10am?  Yes \_\_\_ No
  
6. How will a recall be communicated?  
PLEASE SEE RECALL PLAN ATTACHED.
  
7. Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone?  Yes \_\_\_ No
  
8. Can all aspects of Product Quality Control as described in this agreement be met?  Yes \_\_\_ No
  
9. Can all aspects of the Food Safety and Sanitation Plan be met?  Yes \_\_\_ No

In accordance with the contract documents, the undersigned propose to supply all of the product and perform all work specified in the contract documents in accordance with the proposal.

Name of Bidder (Person, Firm, or Corporation): INDIVIDUAL FOODSERVICE

Signature of Bidder's Authorized Representative: 

Date of Signing: 04/17/2023

Print Name & Title of Authorized Representative: MITCHELL LIDAY - MANAGER, FOODSERVICE CROSS-SELLING & EDUCATION

Phone Number: (310) 877-5449

Email: MLIDAY@INDFOOD.COM

SEE  
ATTACHED

**References - Attachment "5"**  
TO BE SUBMITTED WITH PROPOSAL

Please submit two (2) current school district References requiring multiple deliveries per week. An unresponsive reference will **not** be considered a valid Reference. The Bidder is expected to exercise due diligence to ensure the References listed will be responsive to communications from the District.

**Reference #1**

<b>School District</b>	
<b>Contact Person &amp; Title</b>	
<b>Telephone Number</b>	
<b>Required Number of Deliveries per Week</b>	

**Reference #2**

<b>School District</b>	
<b>Contact Person &amp; Title</b>	
<b>Telephone Number</b>	
<b>Required Number of Deliveries per Week</b>	

## Individual Foodservice School References

A. School District: Escondido Union School District,  
Address: 2310 Aldergrove Ave., Escondido, CA 92029  
Contact Person: Dawn Stone, Nutrition Services Specialist, Buyer/Menu Planner  
Telephone Number: 760.432.2190, Office, 760.315.7283 Cell Email:  
dstone@eusd.org  
START/END DATE: 2019 - PRESENT  
TOTAL AMOUNT OF CONTRACT: \$100,00+  
DESCRIPTION OF CONTRACT: FOODSERVICE, JANSAN, AND CUSTODIAL  
SUPPLIES

B. School District: Santa Ana USD  
Address: 1749 E. Carnegie Ave., Santa Ana, CA 92705  
Contact Person: Martha Vazquez, Warehouse Supervisor  
Telephone Number: 714.431.1923 Office, 714.329.1898 Cell  
Email: martha.vazquez@sausd.us  
START/END DATE: 2019 - PRESENT  
TOTAL AMOUNT OF CONTRACT: \$100,00+  
DESCRIPTION OF CONTRACT: FOODSERVICE, JANSAN, AND CUSTODIAL  
SUPPLIES

C. School District: Moreno Valley USD  
Address: 24861 Bay Ave., Moreno Valley, CA 92553  
Contact Person: Jessica Noriega, Purchasing Technician, Nutrition Services  
Telephone Number: 951.571.7500 x1784  
Email: jnoriega@mvusd.net  
START/END DATE: 2019 - PRESENT  
TOTAL AMOUNT OF CONTRACT: \$100,00+  
DESCRIPTION OF CONTRACT: FOODSERVICE, JANSAN, AND CUSTODIAL  
SUPPLIES

D. School District: Garden Grove USD  
Address: 10331 Stanford Ave., Garden Grove, CA 92840  
Contact Person: Agnes Lally, M.S., Dir. of Food Services  
Telephone Number: 714.663.6155  
Email: alally@ggusd.us  
START/END DATE: 2019 - PRESENT  
TOTAL AMOUNT OF CONTRACT: \$100,00+  
DESCRIPTION OF CONTRACT: FOODSERVICE, JANSAN, AND CUSTODIAL  
SUPPLIES

Individual Foodservice is an equal opportunity provider



**Bidder's Statement Regarding Insurance Coverage - Attachment "7"**

**TO BE SUBMITTED WITH PROPOSAL**

Bidder HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Request for Proposals. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Oakland Unified School District as Additional Insured for the work specified.

**INDIVIDUAL FOODSERVICE**

Name of Bidder (Person, Firm, or Corporation)



Signature of Bidder's Authorized Representative

MITCHELL LIDAY- **MANAGER, FOODSERVICE  
CROSS-SELLING & EDUCATION**

Name & Title of Authorized Representative

04/17/2023

Date of Signing

**Workers' Compensation Insurance Certificate - Attachment "8"**

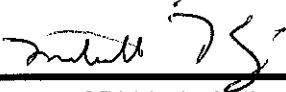
**TO BE SUBMITTED WITH PROPOSAL**

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

INDIVIDUAL FOODSERVICE

\_\_\_\_\_  
Name of Bidder (Person, Firm, or Corporation)

  
\_\_\_\_\_

Signature of Bidder's Authorized Representative

MITCHELL LIDAY- MANAGER, FOODSERVICE  
CROSS-SELLING & EDUCATION

\_\_\_\_\_  
Name & Title of Authorized Representative

04/17/2023  
\_\_\_\_\_

Date of Signing

ATTEST:

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title



**Drug-Free Workplace Certification - Attachment "9"**

**TO BE SUBMITTED WITH PROPOSAL**

I, MITCHELL LIDAY, am the MANAGER, FOODSERVICE  
CROSS-SELLING & EDUCATION of  
(Print Name) (Title)

(Bidder Name): INDIVIDUAL FOODSERVICE I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
  - B. Establishing a drug-free awareness program to inform employees about all of the following:
    - i. The dangers of drug abuse in the workplace;
    - ii. Contractor's policy of maintaining a drug-free workplace;
    - iii. The availability of drug counseling, rehabilitation and employee- assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations;
  - B. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
  - C. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
2. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both.
3. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at BELL, CALIFORNIA this day of APRIL 17, 2023  
(City and State) (Date)

  
(Signature)

MITCHELL LIDAY  
(Name Handwritten or Typed Name)

**Equal Opportunity Employment - Attachment "10"**

**TO BE SUBMITTED WITH PROPOSAL**

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

CERTIFICATE

I/We hereby certify that the INDIVIDUAL FOODSERVICE (Company) is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: 04/17/2023

MITCHELL LIDAY  
CONTRACTOR

By: 

**Fingerprinting/Criminal Background Investigation Certification - Attachment "11"**

**TO BE SUBMITTED WITH PROPOSAL**

**FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT**  
**FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET**

(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in **Attachment A** to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in **Attachment B** to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education

Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as \_\_\_\_\_ [insert "owner" or officer title] of \_\_\_\_\_ [insert name of business entity], have read the foregoing and agree that \_\_\_\_\_ [insert name of business entity] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

N/A, NO IFS EMPLOYEE(S) WILL HAVE DIRECT CONTACT WITH PUPIL(S) OUTSIDE OF ANY IMMEDIATE STAFF SUPERVISION

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## **ATTACHMENT A**

### **Violent and Serious Felonies**

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

**ATTACHMENT B**

**Form for Certification of Lack of Felony Convictions**

*Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.*

Entity Name: INDIVIDUAL FOODSERVICE  
Date of Entity's Contract with District: \_\_\_\_\_  
Scope of Entity's Contract with District: DELIVERY OF FOODSERVICE SUPPLIES

I, \_\_\_\_\_ [insert name] , am the \_\_\_\_\_ [insert "owner" or officer title] for \_\_\_\_\_ [insert name of business entity] ("Entity"), which entered a contract on \_\_\_\_\_, 20\_\_ with the District for \_\_\_\_\_.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date \_\_\_\_\_, 20\_\_\_\_ Signature: \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity: \_\_\_\_\_

**N/A, NO IFS EMPLOYEE(S) WILL HAVE DIRECT CONTACT WITH PUPIL(S)  
OUTSIDE OF ANY IMMEDIATE STAFF SUPERVISION**



**Certificate Of Independent Price Determination - Attachment "12"**  
**TO BE SUBMITTED WITH PROPOSAL**

Both the SFA and Bidder shall execute this Certificate of Independent Price Determination.

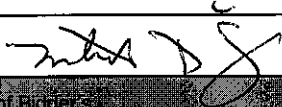
INDIVIDUAL FOODSERVICE		
Name of Bidder		Name of SFA

1. By submission of this offer, the offeror (Bidder) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:
  - a. The prices in this offer have been arrived at independently—without consultation, communication, or agreement—for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
  - b. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and
  - c. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.
2. Each person signing this offer on behalf of the offeror certifies that:
  - a. He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or
  - b. He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.

To the best of my knowledge, this vendor and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (provide detail):

\_\_\_\_\_

\_\_\_\_\_

	MANAGER, FOODSERVICE CROSS-SELLING & EDUCATION	04/17/2023
Signature of Bidder's Authorized Representative	Title	Date

*In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.*

Signature of SFA's Authorized Representative	Title	Date

**Suspension And Debarment Certification - Attachment "13"**  
**TO BE SUBMITTED WITH PROPOSAL**

**INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a Proposal for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION,  
READ INSTRUCTIONS ON THE FOLLOWING PAGE)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

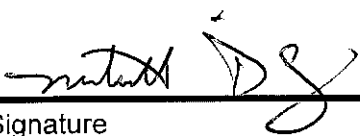
\_\_\_\_\_  
Name of School Food Authority

\_\_\_\_\_  
Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

MITCHELL LIDAY

Printed Name

  
\_\_\_\_\_  
Signature

MANAGER, FOODSERVICE  
CROSS-SELLING & EDUCATION

Title

04/17/2023

Date

**DO NOT SUBMIT THIS FORM RETAIN WITH THE APPLICABLE CONTRACT OR PROPOSAL  
RESPONSES.**

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Lobbying - Attachment "14"**

**TO BE SUBMITTED WITH PROPOSAL**

**INSTRUCTIONS: To be completed and submitted ANNUALLY by (1) any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and (2) potential or existing contractors/vendors as part of an original Proposal, contract renewal or extension when the contract exceeds \$100,000.**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts  
Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:


- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:		Agreement Number:	
Address of School Food Authority:			
Printed Name and Title of Submitting Official:		Signature :	Date:
OR			
Name of Vendor: <b>INDIVIDUAL FOODSERVICE</b>			
Printed Name and Title: <b>MITCHELL LIDAY - MANAGER, FOODSERVICE CROSS-SELLING &amp; EDUCATION</b>		Signature :	Date: <b>04/17/2023</b>

*Mitchell Liday*

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046

<p><b>1. Type of Federal Action:</b></p> <p>a. contract  b. grant  c. cooperative agreement  d. loan  e. loan guarantee  f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p>a. bid/offer/application  b. initial award  c. post-award</p>	<p><b>3. Report Type:</b></p> <p>a. initial filing  b. material change</p> <p><b>For material change only:</b>  Year _____ quarter _____</p> <p>Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <p>_____ Prime _____ Subawardee  Tier _____, if Known:</p> <p>Congressional District, if known:</p>		<p><b>5. If Reporting Entity in No. 4 is Subawardee,</b>  Enter Name and Address of  Prime:</p> <p>Congressional District, if known:</p>
<p><b>6. Federal Department/Agency:</b></p>		<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable:  _____</p>
<p><b>8. Federal Action Number, if known:</b></p>		<p><b>9. Award Amount, if known:</b>  \$ _____</p>
<p><b>10. a. Name and Address of Lobbying Registrant</b>  <i>(if individual, last name, first name, MI):</i></p>		<p><b>10. b. Individuals Performing Services</b> <i>(including address if different from No. 10a) (last name, first name, MI):</i></p>
<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>		<p><b>Signature:</b> </p> <p><b>Print Name:</b> MITCHELL L DAY</p> <p><b>Title:</b> MANAGER, FOODSERVICE  CROSS-SELLING &amp; EDUCATION</p> <p><b>Telephone No.:</b> (310) 877-5449</p> <p><b>Date:</b> 04/17/2023</p>
<p><b>Federal Use Only</b></p>		<p>Authorized for Local Reproduction  Standard Form - LLL (Rev. 7-97)</p>

## **INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. The certifying official shall sign and date the form, print his/her name, title, and telephone number.
10. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
11.
  - a. Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - b. Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

**Iran Contracting Act Of 2010 Compliance Affidavit - Attachment "15"**

**TO BE SUBMITTED WITH PROPOSAL**

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits Bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A Bidder who "engages in investment activities in Iran" is defined as either:

1. A Bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A Bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

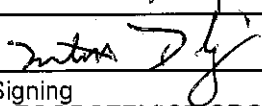
The Bidder shall certify that at the time of submitting a Proposal for new contract or renewal of an existing contract, the Bidder is not identified on the DGS list of ineligible businesses or persons and that the Bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

**California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).**

To comply with the Iran Contracting Act of 2010, the Bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BRTC) if available, in completing **ONE** of the options shown below.

**OPTION #1: CERTIFICATION**

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the Bidder or financial institution identified below, and that the Bidder or financial institution identified below is not on the current DGS list of persons engaged in investment activities in Iran and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed) INDIVIDUAL FOODSERVICE	BTRC (or n/a) 95-4573349
By (Authorized Signature) 	
Print Name and Title of Person Signing MITCHELL LIDAY - MANAGER, FOODSERVICE CROSS-SELLING & EDUCATION	
Date Executed 04/17/2023	City Approval (Signature) (Print Name)

**OPTION #2: EXEMPTION**

Pursuant to PCC § 2203(c) and (d), a public entity may permit a Bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for,

or enter into, or renew, a contract for goods and services. If the Bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the Bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)	BTRC (or n/a)	
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)







# Recall Plan

The **INDIVIDUAL FOODSERVICE** Recall Plan shall be reviewed annually and revised as necessary when personnel, procedures, processes, suppliers, or as other factors change. The Plan will also be reviewed after any company recall.

Version: 10/15/2018

Approved by: Paul Arias

Title: Director of Safety

Date Approved: 10/19/2018

## Introduction

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Individual Foodservice is dedicated to providing quality products to our customers. We take care to insure that the best product leaves our facility. In the event that we are notified by a distributor, supplier, vendor or by a consumer (customer complaint), which represents a serious health risk, the recall program, as outlined in this manual, will be put into action.

## Definitions

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- **Class I Recall** – A situation in which there is a reasonable probability that the use of, or exposure to, a violative product will cause serious adverse health consequences or death.
- **Class II Recall** - A situation in which use of, or exposure to, a violative product may cause temporary or medically reversible adverse health consequences or where the probability of serious adverse health consequences is remote.
- **Class III Recall** - A situation in which use of, or exposure to, a violative product is not likely to cause adverse health consequences.
- **Depth of Recall**: The level of product distribution for the recall (consumer, retail, institutional, wholesale).
- **Distribution List** - A product specific distribution list which identifies accounts that received the recalled product. Requested information includes type of business, account name, addresses, and contact information.
- **FDB** – California Department of Public Health, Food and Drug Branch
- **Market Withdrawal** - A firm's removal or correction of a distributed product which involves a minor violation that would not be subject to legal action by the regulatory agency or which involves no violation, e.g., normal stock rotation practices, routine equipment adjustments and repairs, etc.
- **Press Release** - A notice that alerts the public (including regulators, retailers, consignees, other distributors, processors, and consumers) that a product presents a serious hazard to health. Not all recalls require a press release; the regulatory agency will advise the firm when a press release is necessary.
- **Recall** - A firm's removal or correction of a marketed product that the regulatory agency considers to be in violation of the laws it administers and against which the agency would initiate legal action, e.g., seizure. Recall does not include a market withdrawal or a stock recovery.
- **Recall Committee** – The group comprised of key staff with the expertise, authority, and responsibility to manage the recall.
- **Recall Plan** - A written contingency plan for use in initiating and implementing a recall in accordance with 21 CFR Sec. 7.40 through 7.49, 7.53, and 7.55. The Recall Plan should be reviewed annually and revised as necessary when personnel, procedures, processes, suppliers, or as other factors change.

- **Recall Strategy** - A planned specific course of action to be taken in conducting a specific recall, which addresses the depth and scope of recall, need for public warnings, and extent of effectiveness checks for the recall.
- **Scope of Recall:** Defines the amount and kind of product in question.
- **Stock Recovery** - A firm's removal or correction of a product that has not been marketed or that has not left the direct control of the firm, i.e., the product is located on premises owned by, or under the control of, the firm and no portion of the lot has been released for sale or use.

## **Statement of Recall Plan**

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**INDIVIDUAL FOODSERVICE** maintains a recall plan which provides specific procedures, defines terms, and assigns roles and responsibilities when a food safety issue arises with any of our vendor's food products.

The plan will be activated whenever a potential recall requirement arises and includes the following elements:

1. Recall committee member designations
2. Recall responsibility assignments
3. Key personnel and external contact information
4. Recall procedures
5. Communication templates

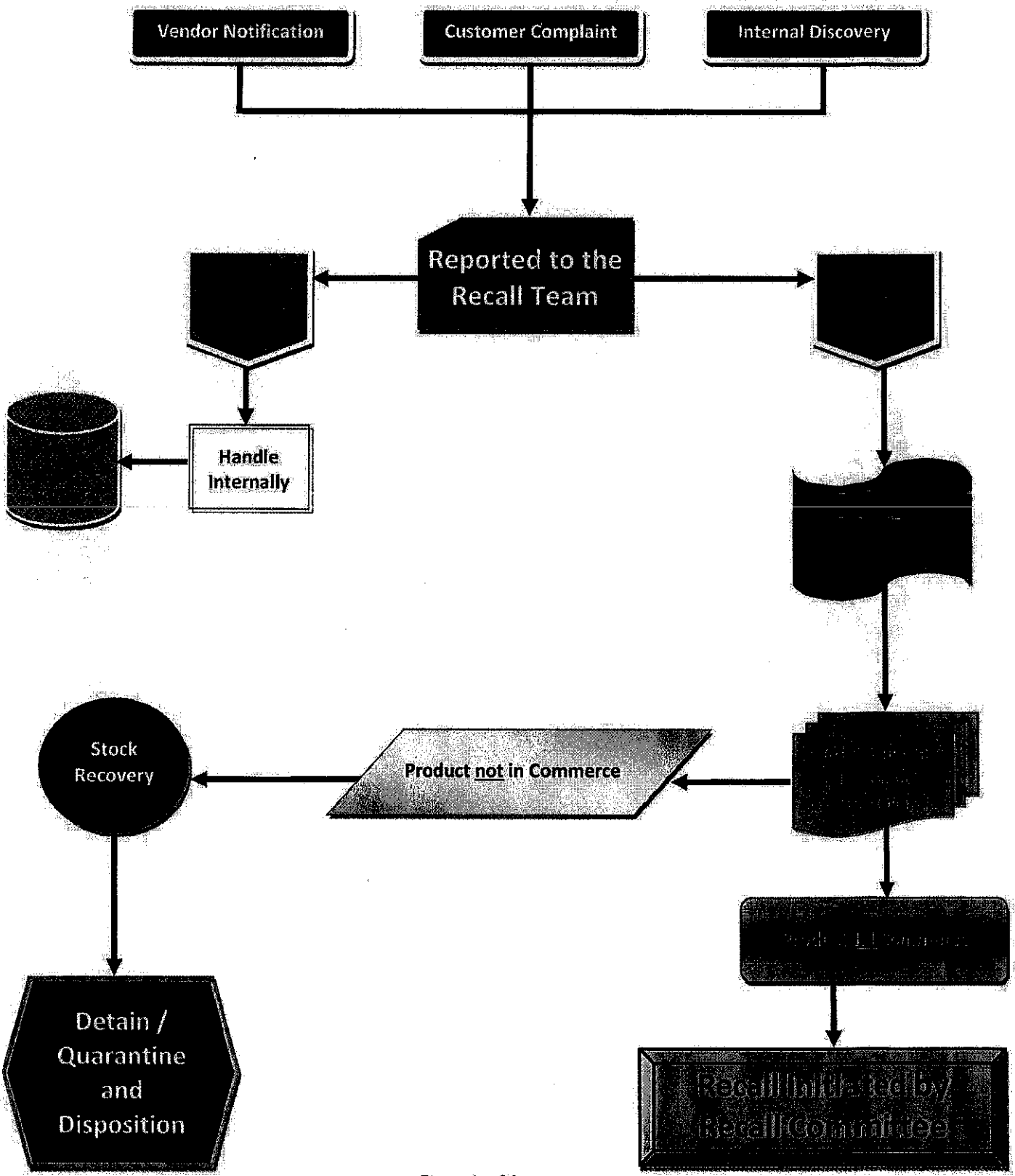
Success of this plan relies on the proper execution of plan elements and up-to-date information.

## **Recall Plan Flow Charts**

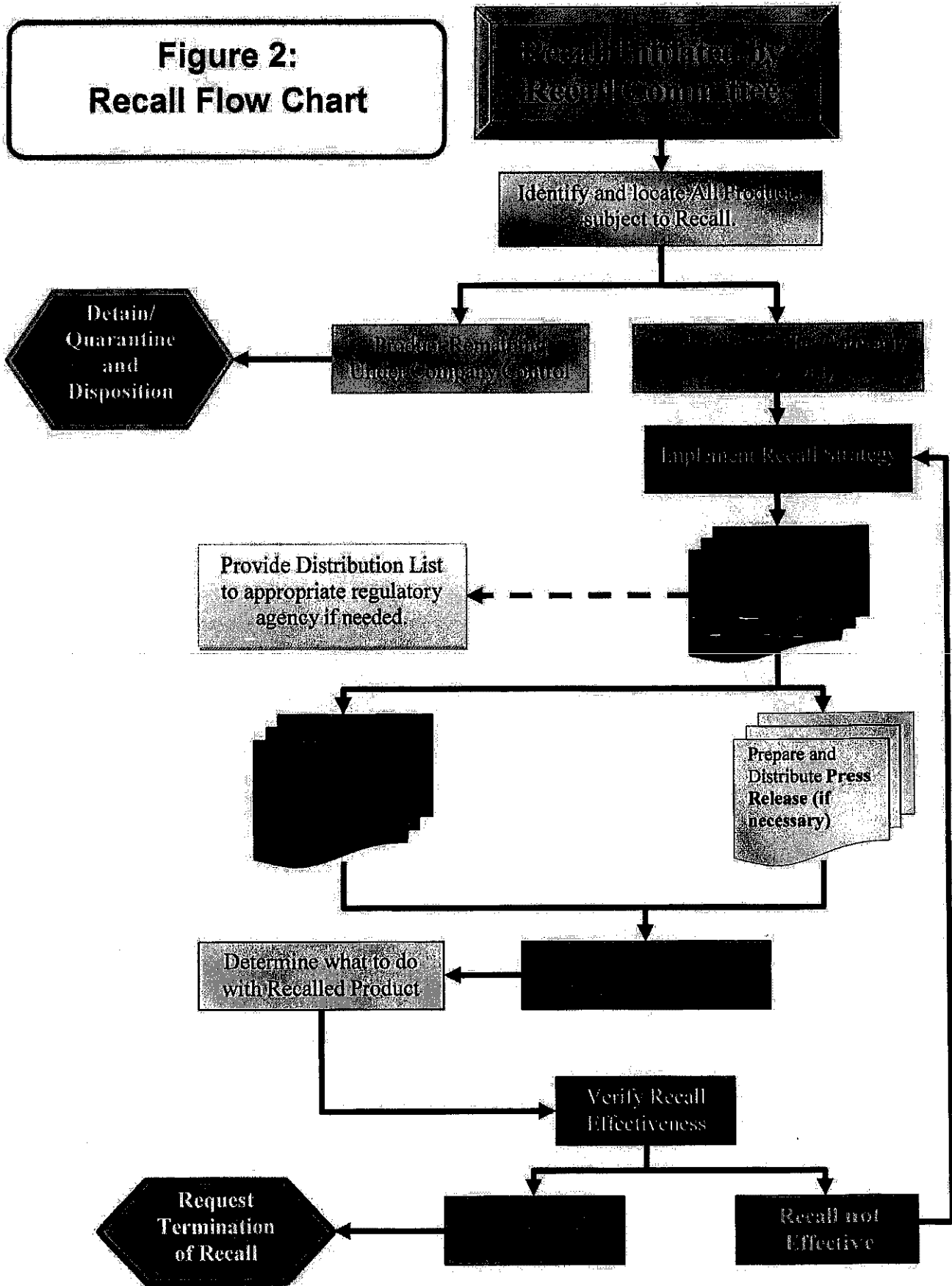
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The following two diagrams are graphical representations of the various steps of a recall. **Figure 1**, illustrates the typical evaluation of complaints or conditions which may lead to a recall. **Figure 2**, outlines the various steps of a recall.

**Figure 1: Complaint/Condition Evaluation Flow Chart**



**Figure 2:  
Recall Flow Chart**



# Recall Procedures

The recall procedure outlines the activities that **INDIVIDUAL FOODSERVICE** will take to manage the recall of our product(s) which has/have been determined to be unsafe and/or subject to regulatory action. The procedure contains the major recall elements below:

- **Assignment of Roles and Responsibilities**
- **Evaluation of the Complaint or Condition**
- **Identification of Implicated Products**
- **Notification of Affected Parties**
- **Removal of Affected Products**

## **Assignment of Roles and Responsibilities**

### **Recall Coordinator**

The recall co-coordinator, has been given authority by management to execute the activities of the recall. Responsibilities of the Recall Coordinator include, but are not limited to:

- Assure the documentation of all recall decisions and actions in a master recall file.
- Initiate the formation of the recall committee.
- Activate various components within the company for priority assistance.
- Make recall decisions on behalf of **INDIVIDUAL FOODSERVICE**.
- Manage and coordinate the implementation of the company's product recall.
- Keep management informed at all stages of the recall.

### **Recall Committee**

**INDIVIDUAL FOODSERVICE** Product Recall Committee is composed of the various components of the company's organization. The following functions are represented on the committee (an individual may be responsible for more than one function):

- Management (Leader's)
- Recall Coordinator(s)
- Public Relations
- Customer Service
- Distribution and Supply
- Information Technology
- Marketing
- Operations
- Legal Counsel
- Purchasing
- Quality Assurance
- Sales
- Records Management
- Sanitation

### **Responsibilities**

It is the responsibility of the Recall Team to ensure that the following procedures are adhered to and understood by all relevant personnel and that the personnel follow State or local health department requirements.

## Recall Process

### 1) Evaluation of the Complaint or Condition

Complaint receipt, processing, and evaluation are the first steps in the recall process. The steps involved in the evaluation process are:

- Receive the notification or complaint – A file should be maintained containing any product complaints the company receives. Information that should be maintained in the product complaint file is:

- i. Supplier or Complainant contact information
- ii. Reported problem with the product
- iii. Product Identification
- iv. Product Storage
- v. Product purchase date and location
- vi. Illness and Injury details

- Provide the notification or complaint to knowledgeable staff for initial evaluation. If an initial assessment indicates a recall may be necessary, the Recall Coordinator assembles the Recall Committee for a full evaluation.
- Determine the hazard and evaluate the safety concerns with the product.
- Determine the product removal strategy appropriate to the threat and location in commerce.
- Contact Customers and retrieve all affected product.
- Alert legal counsel, insurance, etc. as appropriate.
- Maintain a log of the events of the recall including information such as dates, actions, communications, and decisions.

### 2) Identification of Implicated Products

It is the **supplier's** responsibility to ensure the identification of all products and quantities of products implicated in the recall. IFS will determine if any other codes, brands or sizes of product handled by the company are affected.

➤ A distribution list should be prepared as part of the Identification process. The distribution list should at minimum identify:

- Account name (consignees) that received the recalled product(s)
- Account addresses
- Contact names
- Contact telephone numbers
- Type of account (e.g., manufacturer, distributor, retailer)

➤ Additional information relating to the affected product may include:

- Amount of product received/shipped
- Product ship date(s)
- Amount of product returned
- Amount of product consumed



### 3) Notification of Affected Parties

Notifications during a recall must be done in a timely manner and should include the product distribution chain (customers), consumers and appropriate regulatory agencies when needed.

- Distribution Chain contacts will be notified by telephone, fax, email, letter, etc.
  - We will keep a confirmation of receipt of the Notice of Recall with all accounts. A record of all account communications will be maintained.
- Regulatory Agencies will be notified by **our suppliers**. However, if needed, after the decision has been made to conduct a recall we will notify the appropriate agencies.
- Consumers should be notified by **our suppliers**. If needed, we will notify the consumer at the end user level in the most effective method available.

### 4) Removal of Affected Product

The procedure for product removal can be divided into five components including: removal, control, and disposition of affected product, recall effectiveness, and recall termination.

#### A. Removal

All reasonable efforts must be made to remove affected products from commerce.

- Products in commerce should be detained, segregated, and handled in a manner determined by the recall plan which includes retrieval of product from our customers.
- Products that are still in our control (e.g. inventory located onsite, in transit, in off-site storage, and in offsite distribution) will be detained, and segregated.
- All quantities and identification codes shall be documented to assist in the reconciliation of product amounts.

#### B. Control of Recalled Product

When IFS chooses to retain recalled product, control measures will prevent reentry of the product into commerce.

- All affected product returned will be clearly marked not for sale, distribution or recalled and stored in an area that is separated from any other food products.
- All quantities and identification codes shall be documented to assist in the reconciliation of product amounts.

#### C. Product Disposition

The final disposition of the recovered product must be determined. The final disposition must be reviewed and approved by the Recall Team:

- Redirection – Products will be sent back to the supplier.
  - All quantities, identification codes, and disposition shall be documented.

## **Recall Effectiveness**

IFS is responsible for determining whether the recall is effective. Recall Effectiveness Checks verify that all consignees have been notified and have taken the appropriate action. Steps include:

- Verifying that all consignees have received the notification.
  - Verifying that consignees have taken appropriate action.
  - If the response from our consignees is less than 100%, then the recall should be deemed ineffective and the recall strategy should be reassessed. Certain circumstances (e.g. amount of product actually returned vs. expected, potential for consumption, shelf-life, etc.) may also require a reassessment of the recall strategy.
- All verifications will be documented.

## **Termination of a recall**

Termination of the recall may be considered after all reasonable efforts have been made to remove the affected products from commerce, including reconciliation, recall effectiveness, and disposition.

## **Mock Recall**

---

In addition to an annual verification of the recall plan, IFS will conduct a mock recall annually or whenever there are significant changes to the plan or personnel. The mock recall will include the following elements:

- Selecting a product which has reached the consumer market.
- Tracing the product in the marketplace.
- Verifying communications systems (e.g. contact information, test emails and faxes, etc.) to outside contacts.
- Modifying the recall plan to correct any problems encountered during the test.
- Records of these mock recalls will be documented and filed appropriately.

IFS Individual FoodService  
5496 Lindbergh Lane  
Bell, CA 90201

## HACCP (Hazard Analysis Critical Control Point) Program

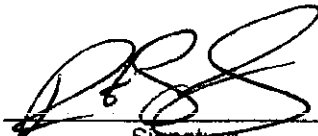
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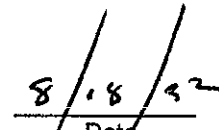
I hereby indicate that I understand and have accepted for implementation the preceding Hazard Analysis Critical Control Point (HACCP) Program for IFS Individual Food Service to meet the Federal Regulation 21 CFR Part 123 and the prerequisite programs that accompany the regulations (i.e. Good Manufacturing Practices (GMP), 21 CFR Parts 110 and 117; and the Standard Sanitation Operating Procedures (SSOP)).

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**HACCP Team Management**

---

  
Signature

  
Date

IFS Individual FoodService  
 5496 Lindbergh Lane  
 Bell, CA 90201

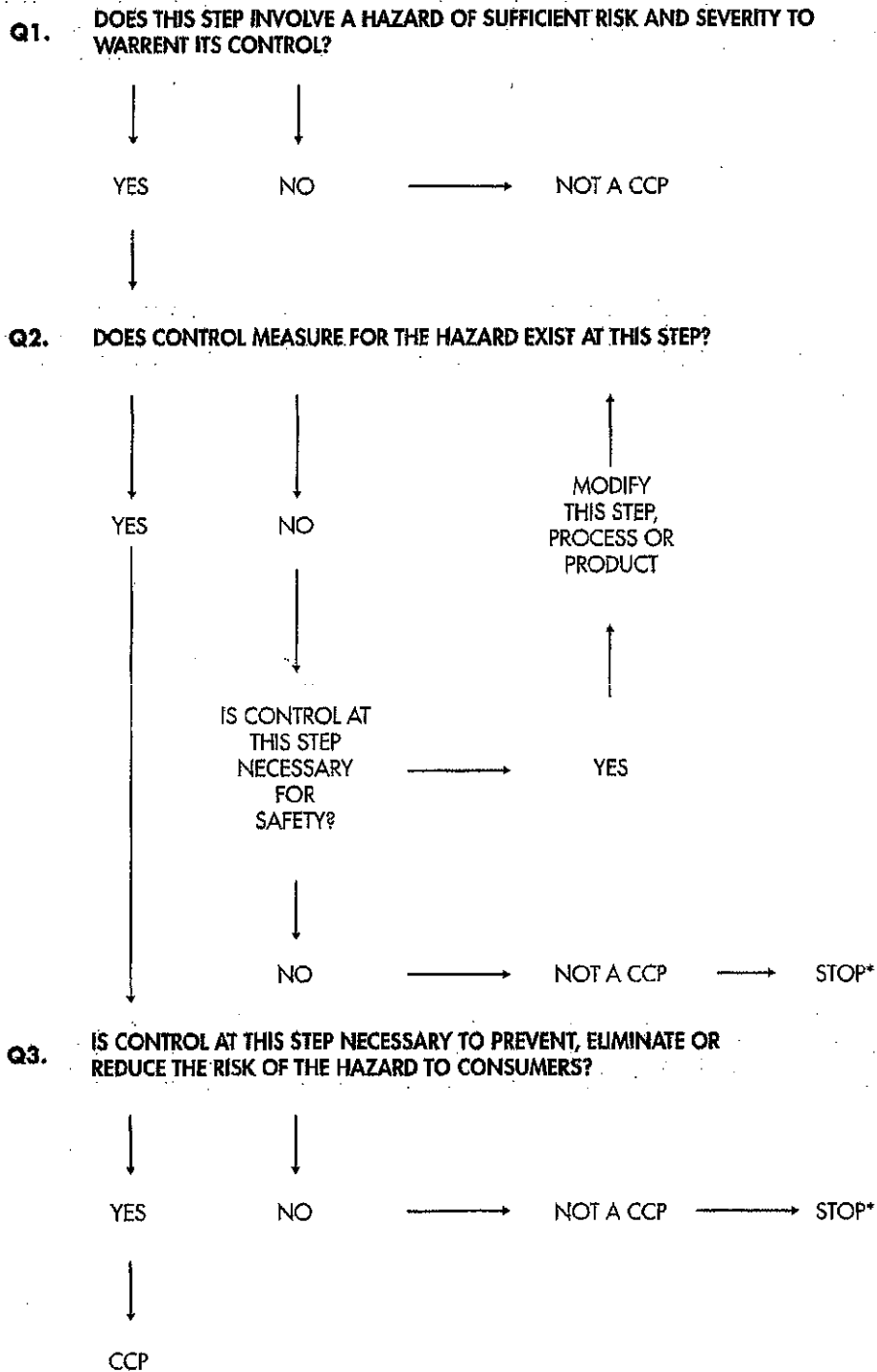
**Risk Severity Assessment for Distributed Products**

Date: August 18, 2022

(1) Ingredient/ Processing Step	(2) Identify Potential Hazard(s) Introduced, Controlled, or Enhanced at this Step	(3) Assigned Severity of Risk Low Medium High	(4) Justification for Inclusion or Exclusion as a Significant Hazard	(5) Preventive Measure(s) for any High Risk Significant Hazard from column (3)
<b>Receiving Returns</b>  <b>Shelf Stable Products:</b> Food Service Equipment and Utensils, Cleaning Chemicals and Sanitizers, Cleaning Supplies, Food Contact Packaging, Paper Goods, Styrofoam Containers (trays, plates, cups), Plastic Goods, Beverages, Bakery Ingredients and Supplies, Spices, Canned Foods, Bottled Food Ingredients (Glass and Plastic), Flavorings, Seafood, Flour, Beans, Rice, Breadcrumbs, Batters, Oils, Condiments, Nuts, Juice Products, Snacks, etc.	<u>Biological</u> None	<b>Low</b>	Controlled by SOPs, SSOPs and GMPs  Regulatory Seafood HACCP Program & Process Preventive Controls; Receiving & Storage Policy and Procedures; GMPs; Hold & Release Program; Product Return Policy & Procedure; Tamper Evident Packaging; Products are Box In – Box Out; Transport Vehicle Temperature Verifications; Supplier Approval Program; Allergen Program	
	<u>Chemical</u> Chemical Contact  Allergens	<b>Low</b>	Controlled by SOPs, SSOPs and GMPs Separation in Storage; Allergen Program	
	<u>Physical</u> Foreign Object Contamination – Wood, Glass, Metal	<b>Low</b>	Controlled by SOP's, SSOP 's and GMP 's Glass & Brittle Plastics Program and Inspections; Operational Inspections	
<b>Storage Shelf Stable/Ambient Temperature</b>	<u>Biological</u> None	<b>Low</b>	Controlled by SOP's, SSOP 's and GMP 's	
	<u>Chemical</u> Chemical Contact  Allergens	<b>Low</b>	Controlled by SOP's, SSOP 's and GMP 's Separation in Storage; Allergen Program	
	<u>Physical</u> None	<b>Low</b>	Controlled by SOP's, SSOP 's and GMP 's Glass & Brittle Plastics Inspections; Operational Inspections	

<b>Distribution Shelf Stable/Ambient Temperature</b>	<b><u>Biological</u></b> Bacterial Pathogen Contamination	<b>Low</b>	Controlled by SOP's, SSOP 's and GMP 's; Shipping Policy & Procedures		
	<b><u>Chemical</u></b> None	<b>Low</b>	Maintenance Program; Vehicle Inspections		
	<b><u>Physical</u></b> None	<b>Low</b>	Maintenance Program; Vehicle Inspections		

FIGURE A-2: CCP DECISION TREE



This decision tree is derived from one that was developed by the National Advisory Committee on Microbiological Criteria for Foods.

**IFS Individual FoodService**  
**5496 Lindbergh Lane**  
**Bell, CA 90201**

***Standard Operating Procedure***  
***Allergen Program***

**Date issued: February 10, 2017**

**Warehouse Personnel Review date: August 18, 2022**

**Reviewed by: Rena Muro – Senior Safety Manager**

**Allergen Program**

**Objective:** As our adherence to the FDA 21 CFR §110 Good Manufacturing Practice in Distributing, Packing, or Holding Human Food, IFS Individual FoodService will require our foreign and domestic vendors to comply with product label information for incoming food products. Label information is important for traceability in the event of product recalls, and also for the firm's allergen program to prevent any cross contamination of stored products in the facility against any of the major allergens in food products (peanuts, tree nuts, eggs, wheat, milk products, soy products, fish and crustacean shellfish).

**Personnel involved:** Receivers, Warehouse personnel, Senior Safety Manager, Safety Coordinator, Buyers, and other designated personnel responsible for the inspection, handling, and monitoring of incoming food products.

**Scope:** This procedure applies to anyone who is responsible for receiving, handling, storing, and shipping food products in the facility to ensure that no cross contamination occurs with the allergenic products (such as damaged product packaging containing peanuts, tree nuts, eggs, wheat, milk products, soy products, fish and crustacean shellfish products).

**Monitoring:**

1. All allergenic food products will be properly received and stored to prevent cross contamination. Products containing allergens must be clearly identified as such and properly controlled or isolated in the warehouse food storage areas to prevent contamination.
2. All allergenic food products are delivered in packaged containers, all broken cases are segregated out from the rest of the cases in storage, and resealed or destroyed.
3. Verification of proper allergen storage conditions must be documented on the Daily GMP Self Inspection Checklist.
4. Sanitation equipment such as brooms or mops will be thoroughly cleaned after being used with allergen containing products; if they can't be properly cleaned and sanitized, they must be discarded.

**CORRECTIVE ACTION:**

1. Separate allergenic product found improperly stored.
2. Discard any stored products that are deemed contaminated by allergenic products in storage.
3. Sanitation equipment used with allergens that can't be properly cleaned must be discarded.
4. Allergenic Product Spills must be removed from the affected area immediately and proper sanitation of the area must take place.
  - a) Notify a supervisor when an Allergenic Product Spill is observed.
  - b) Use the allergenic product clean-up kit located in the racks in the food product storage area; remove the broom, dustpan, and carry away bags. Sweep all loose dry product into the dustpan and place in bags provided, or place exposed liquid products and used soaker pads directly into the bags, and knot the bag once filled – dispose of the product in the dumpster located outside the facility.
  - c) **DO NOT THROW THE ALLERGENIC WASTE DIRECTLY INTO ANY WAREHOUSE TRASH RECEPTACLE.**
  - d) Place the broom and dustpan in another bag and take it to the mop sink. Clean the allergen removal equipment in the mop sink; have the mop sink cleaned. Do not reuse any mop head that is used for clean-up; put it in the laundry company bin following use.
  - e) Replenish and place the Allergen Spill Equipment in a new plastic bag and return it to the proper storage location in the food storage areas.
  - f) Complete a Warehouse Spill Management Form.
  - g) Notify the supervisor of the completed clean-up for verification purposes.

**VERIFICATION AND RECORD KEEPING:**

The Warehouse Manager and Supervisors will visually observe that employees are following these procedures and taking all necessary corrective actions during all hours of operation. The Warehouse Manager will periodically check the storage of foods during hours of operation.

Allergen testing for Wheat will be conducted twice per year by a certified laboratory.

**LABELING REQUIREMENTS FOR ALLERGENIC PRODUCTS SHIPPED OUT TO CUSTOMERS:**

Allergen labeling of product is the responsibility of the supplier.

**LIST OF PRODUCT ALLERGENS THAT MAY BE STORED IN THE WAREHOUSE: PEANUTS, TREE NUTS, WHEAT, EGGS, DAIRY, SOY, FISH, AND CRUSTACEAN SHELLFISH**

**THE SUPERVISOR WILL VERIFY, WHAT FOOD PRODUCTS CONTAIN ALLERGEN IN THE DRY STORAGE WAREHOUSE; UPON REQUEST.**





# Statement of Commitment

## Individual Foodservice

**Audit Date:**  
03-OCT-2022

**Audit Score:**  
98

**Expiration Date:**  
17-NOV-2023

5496 Lindbergh Ln.  
Bell California 90201 United States

This document demonstrates that Individual Foodservice has shown commitment to food safety through the successful completion of the:

## Supplier Assurance Audit - Distribution

as well as through the submission of effective corrective action responses to the non-conformances identified during the audit.

Signed on behalf of  
NSF International

A handwritten signature in black ink, appearing to read "S. Krol".

Sarah Krol  
Senior Managing Director,  
Global Supply Chain

**NSF International**  
7890 Dixboro Road, Ann Arbor, MI 48105 USA

NSF International is not a government agency and does not provide any guarantee about food safety and are not a substitute for the facility's obligations regarding food safety. No testing was conducted as part of this audit. The facility is solely responsible for providing notices, warnings, or information learned from Services to the appropriate regulatory agency or to the general public as may be required by law, including recalling product as necessary. This document remains the property of the parties hereto and is not entered into for the benefit of any other person or entity.



# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

**Request for Proposal (RFP) #22-138NS**

**FOOD SERVICE SUPPLIES  
K-12 MEAL PROGRAM  
FOR NUTRITION SERVICES**

\* Submit proposals and all questions/inquiries to:

**OAKLAND UNIFIED SCHOOL DISTRICT  
Attention: Procurement Department  
900 High Street, 2nd Floor  
OAKLAND, CA 94601**

email: [procurement@ousd.org](mailto:procurement@ousd.org)  
phone: (510) 879-2990

**Proposals Due:  
April 24, 2023 at 2:00 PM PST**

THE TERMS AND CONDITIONS OF THIS RFP ARE GOVERNED BY  
THE APPLICABLE STATE AND FEDERAL LAWS.

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## **RFP Schedule Of Events**

The following schedule will be used by the District for this RFP.

<b>DATE</b>	<b>ACTION</b>
RFP Posting/First Advertisement:	March 24, 2023
Pre-Bid Conference:	April 7, 2023 @ 9:00 a.m. pst (Zoom link on <a href="#">Procurement Website</a> )
Deadline for Questions:	April 14, 2023 @ 2:00 p.m. pst
<b>Proposal/Bid Submitted to District:</b>	<b>April 24, 2023 @ 2:00 p.m. pst</b>
Proposal/Bid Opening:	April 25, 2023 @ 2:00 p.m (Zoom link on <a href="#">Procurement Website</a> )
Potential Interviews (If Necessary):	May 1-3, 2023
Final Award of RFP (BOE):	May 5, 2023
Contract Start Date:	July 1, 2023

\*\*OUSD will use every effort to adhere to the schedule. However, OUSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at [www.ousd.org/procurement](http://www.ousd.org/procurement).\*\*

Proposers are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Proposers known to have received a copy of the RFP. Proposers must acknowledge receipt of any and all RFP amendments. This shall be done by signing the Acknowledgement of Amendment(s) to RFP form. If a Proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request for such explanation. Requests should be addressed via email to:

***Rosaura M. Altamirano***  
*Senior Manager, Supply Chain & Logistics*  
[rosaura.altamirano@ousd.org](mailto:rosaura.altamirano@ousd.org)

The District will advise all Proposers known to have received a copy of the RFP of the explanation or clarification, by email or by formal RFP amendment via email as the District may in its sole discretion deem appropriate.

## **Submission Instructions**

Sealed Proposals must be received prior to **April 24, 2023 at 2:00 PM PST**

### **Provider to submit:**

(1) Hardcopy Proposal & (1) USB - Electronic RFP version

Proposal shall be clearly marked: **“Response to RFP No. 22-138NS”**

Proposal shall be submitted to:

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**FOOD SERVICE SUPPLIES K12 MEAL PROGRAM**  
**Attention: PROCUREMENT DEPARTMENT**  
**900 High Street**  
**OAKLAND, CA 94601**

Sealed Proposal packages shall be delivered to the **Procurement Department** no later than **April 24, 2023 at 2:00 PM. PST**

Proposals submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the proposal directly to the **Procurement Department, 900 High Street 2<sup>nd</sup> Floor Oakland, CA 94601 between the hours of 9:00am - 2:00pm.** All proposals delivered after scheduled closing time for receipt of proposals will not be considered. Incomplete proposals may be deemed non-responsive and therefore not considered.

The District reserves the right to reject any or all proposals. The award of this solicitation is conditional on the winning bidder accepting the terms of the contract available to view online, at <https://www.ousd.org/bidopportunities>. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

## **Local and Small Local Business Program**

In order to provide economic opportunity for Oakland residents and businesses and stimulate economic development in Oakland, the District has implemented a Local, Small Local and Small Local Resident Business Enterprise Program (“Local Business Program”). The District encourages Local, Small and Small Local Resident Businesses to apply.

Contractors claiming preference as a ***certified*** Oakland Small Business must attach a copy of their certification letter to their bid. This RFP, and subsequent amendments and/or updates will be available at: <https://www.ousd.org/procurement>. **Contractors are responsible for checking this website for information and changes to this RFP.**

## **Notice to Bidders**

The Oakland Unified School District (“District”) is requesting submission of statements of qualifications and proposals (“Proposals”) from qualified persons, firms, partnerships corporations, associations or professional organizations (“Bidder(s)”) for the provision and delivery of Food Service Supplies (“Products”) to the District, as further described herein.

## **General Information about the District**

The District is located in Alameda County and has a projected student enrollment for the 2022 - 2023 school year of approximately 35,489 students. The District has one (1) delivery site. The District is seeking Proposals from qualified companies to procure and deliver products. This RFP defines the Program (as defined below), the products and the services that are being sought from the Bidders and generally outlines the Program requirements.

The District is seeking to:

1. Reduce landfill-bound plastic products,
2. Purchase high quality paper products at the best possible price,
3. Offer more sustainable paper products,
4. Utilize items made from recycled materials and items that are recyclable,
5. Utilize the expertise of our vendor to incorporate compostable options when affordable,
6. Partner with a vendor that will provide excellent customer service.

**Proposal Submission Checklist - Attachment "1"**

TO BE SUBMITTED WITH PROPOSAL

**Bidder Name:**

---

**This checklist must be submitted with Bidder's Proposal.**

**REQUIRED DOCUMENTS:**

- Proposal Submission Checklist (Att. 1, this form)
- Request for Proposal Signature Page (Att. 2)
- Evaluation Criteria (Att. 3)
- Vendor Questionnaire (Att. 4)
- References with 2 References (Att. 5)
- Non Collusion Affidavit (Attachment 6)
- Bidder's Statement Regarding Insurance Coverage (Att. 7)
- Worker's Compensation Insurance Certification Form (Att. 8)
- Drug Free Workplace Certification (Att. 9)
- Equal Opportunity Employment (Att. 10)
- Fingerprint Clearance/Criminal Background Investigation (Att. 11)
- Certificate of Independent Price Determination (Att. 12)
- Suspension and Debarment Certification (Att. 13)
- Certification Regarding Lobbying (Att. 14)
- Iran Contracting Act of 2010 Compliance Affidavit (Att. 15)
- Itemized Bid Lists (Att. 16) - *\*Fillable version online at <https://www.ousd.org/Page/22408>*
- Statement of Pricing (Include in your proposal)
- HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)
- Addenda

## **Proposal Instructions and General Requirements**

**Buy American Provision and Local Preference** – The District participates in the National School Lunch Program and is required to ensure that food purchased for use in school meals meets the requirements of the Buy American Provision. The Buy American Provision requires School Food Authorities to purchase, to the maximum extent practicable, domestic commodities or products. A domestic commodity or product is defined as an “agricultural commodity that is produced in the United States, and a food product that is processed in the United States substantially using agricultural commodities produced in the United States.” The provision further defines “substantially” to mean over 51% from American products (7 CFR Part 210.21(d)). Whenever possible, the district prefers locally grown (within 250 miles), then California Grown, then American Grown produce. If Local, California or American Grown produce is unavailable in sufficient quantities to provide affordability, then only produce inspected and approved by USDA is acceptable.

**Bidder Questions Regarding this Request for Proposals** – Any questions regarding this Request for Proposals shall be emailed to the Oakland Unified Procurement Department at [procurement@ousd.org](mailto:procurement@ousd.org) prior to the April 14, 2023 at 2:00 pm pst deadline.

**Deadline for Receipt of RFPs** – Proposals shall be delivered to the District, on or before the day and hour set for the opening of the Proposals. Proposals shall be placed in a sealed envelope and submitted to the District via mail to: Procurement Department, 900 High St, Oakland , California, 94601. Any Proposal received after the scheduled closing time in the RFP shall be unopened. All unsigned Proposals will be rejected. After the Proposals are opened at the designated time, no commitment will be made at that time until all Proposals are evaluated for pricing, specifications and other pertinent information.

**The RFP** – All numbers on the bid should be stated in figures, and signatures of all individuals must be in long-hand. Unsigned Proposals will not be accepted. FAX copies of Proposals will not be accepted for formal advertised RFPs.

**Responsibility** – Bidders are solely responsible for ensuring their Proposal is received by the District in accordance with the solicitation requirements before the date and time specified in the RFP, and at the place specified. The District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery.

**HACCP Plan or Food Security and Safety Program** – The Successful Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that: Bidder’s staff are properly and regularly trained in current safety procedures, Bidder’s facilities are regularly inspected by accredited agencies and proposer’s facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or



otherwise. If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin. Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. The Successful Bidder(s) shall ensure all products delivered to the District shall be prepared, handled and are stored in accordance with the health and sanitation standards of the state of California and Federal Government.

**Drug Free Workplace Certificate** – In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the Successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The Successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the Successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the Successful Bidder.

**Term of Contract** – Minimum contract term is one (1) year. Quoted prices must stay in effect for twelve (12) months after award of RFP and may be extended upon mutual consent of Oakland Unified School District and vendor for two (2) additional one (1) year periods in accordance with provisions contained in the Education Code, Sections 17596. If extended, price increases may be negotiated **subject to existing local market conditions, and as determined by the California Consumer Price Index (CPI) with prior District consent.** In the event of a general price decrease the District reserves the right to revoke the RFP award unless the decrease is passed on to the District.

### **Pricing**

Provide a detailed Statement of Pricing for Products to be provided. Bidder shall provide evidence and documentation of cost (at invoice price) to the District upon the District's request. Bidders submitting a RFP shall specify product pack, size, and case count pertaining to each item. Errors in price computations will not excuse Bidder from holding price.

**Pricing Terms** – Contract prices awarded for fixed price items shall remain firm for the contract period. Prices proposed for all items will be for the period July 1, 2023, through June 30, 2024. All orders placed by the District will be delivered and invoiced at the Agreement price regardless of the actual delivery date. Proposers must agree to fix contract fees for the first year. If the organization intends to revise its fee schedule after the initial one-year period, it must give written notice to the District 90 days in advance of any fee change. Fees may be changed only on the contract expiration date with 90 days notice. These fees are subject to negotiation and approval by the District.

**Itemized Bid List** – The District’s Itemized Bid Lists is attached hereto. The “Notes” section should be used to indicate if an item is a special order, requires a minimum purchase, or is an alternative to what was listed. Proposals must include the unit price for the unit that is listed on the form (example: if an ounce price is requested, do not list the pound price). Bidder is responsible for converting any differences in pack size to the same total volume as requested.

**Modifications of Contracted Price Lists to Acquire Additional Goods or Increase Quantities of Listed Goods** – Items not included in the executed contract can be added only if all of the following conditions are met: The total value of all added goods and quantities of listed goods does not exceed the limit specified in the original solicitation and contract. If the value of additional goods exceeds the specified limit, a separate procurement for those goods must be conducted or these purchases will be considered an unallowable cost. The USDA recommends limiting the additional costs to 10 percent of the estimated value of the contract.

**All Other Costs or Fees** – Pricing information for, without limitation, transactional services, additional services, Bidder’s mark-up on subconsultant and subcontractor prices, general conditions, and all other categories of costs, expenses, fees, or charges that Bidder anticipates will be a part of its price to provide the Products.

### **District Evaluation/Selection Process**

**Basis for Selection** – The responsiveness, competency and responsibility of Bidders and of their proposed subcontractors will be considered in making the award of contract. Any Bidder before being awarded a contract may be required to furnish evidence to the District that the Bidder has sufficient means and experience in the type of work called for to assure completion of the contract in a satisfactory manner. The District reserves the right to reject the Proposal of any Bidders as not responsible and not qualified to provide the products under consideration who have previously failed to perform properly or to complete on time contracts with the District of a nature similar to this procurement. A responsive Proposal is one that meets all terms, conditions, and specifications of the Proposal. The award of this solicitation is conditional on the winning bidder accepting the terms of the contract available to view online, at <https://www.ousd.org/Page/22408>. The Bidder must perform and do what the Proposal documents and contract requirements say they must do, whether it be pricing in a certain way, attending a mandatory pre-proposal conference, providing bonds, etc.

A Proposal which substantially conforms, though not strictly responsive, to a call for Proposals may be accepted if the variance cannot have affected the amount of the Proposal or given a Bidder an advantage or benefit not allowed to other Bidders. or, in other words, if the variance is inconsequential.

**The District reserves the right to reject any and all Proposals or alternatives and waive any informality or irregularity in the Proposals or in the bidding, and to determine responsiveness and responsibility of Bidder, including but not limited to those areas mentioned above. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever.**

**Evaluation/Award** – The District intends to select one of the Bidders—but reserves the right to select no Bidder or more than one Bidder—that best meet(s) the District’s needs to provide the Products as described in this RFP. From the Bidders that provide Proposals to the District, the District may, at its discretion, interview some or all of those Bidders. One or more Bidders may be selected (“Successful Bidder”). The Successful Bidder will be selected based on qualifications and demonstrated competence that include relevant experience with public agencies, including local agencies, and a proven track record of success for these types of Products. Proposals will be evaluated separately and will be awarded to one or more Bidders based on the highest scored Proposal. The Evaluation Criteria, Descriptions, and Point Scoring are listed in Attachment 3. The contract awarded through this bid will be non-exclusive, meaning that the District may purchase, at its discretion, food service supplies from other vendors throughout the contract if it deems necessary.

**Previous Performance** – Bidders are advised that the District reserves the right to reject a Proposal from a Bidder that cannot demonstrate the ability to provide the goods or services required. Bidders who have demonstrated unsatisfactory performance may be subject to disqualification as a responsible Bidder submitting a Proposal, thereby disqualifying the Bidder from contract award.

### **Terms and Conditions**

**In addition to the following, this RFP is subject to the terms of the Contract attached and included herewith.**

**Acceptance of Proposals** – The District reserves the right to reject any or all Proposals and to select individual items. Proposals may be rejected on grounds of non-responsiveness or non-responsibility. The District does **NOT** guarantee that all items shown on this Proposal will be purchased. The right is reserved to purchase additional quantities at the Proposal prices during the contract period. It is not intended that large variations from the listed quantities will be made, but quantity additions or deletions shall be at the option of the District. The District reserves the right to reject any

or all Proposals or waive any irregularities or informalities in any Proposals or in the bidding.

**Alteration of Request for Proposal Text** – Changes in or additions to the Request for Proposal, as well as any attachments, amendments or other official correspondence related to this Request for Proposal may not be manually, electronically or otherwise altered by Bidder or Bidder’s agent(s). Recapitulations of the Products proposed upon, alternative Proposals, or any other modification of the Request for Proposal which is not specifically called for in the award agreement documents may result in the District’s rejection of the Proposal as not being responsive to the Request for Proposal. No oral or telephonic modification of any Proposal submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the Bidder was placed in the mail prior to the opening of Proposals.

**Anti-discrimination** – Bidder shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve employment of people from historically disadvantaged groups and agrees to meet Federal and State guidelines. No discrimination shall be made in the employment of persons upon public works in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

**Authorized Distributor** – Successful Bidder must be an Authorized Distributor for the product offered, or with Bidder’s quote, Bidder must submit documentation from an Authorized Distributor from whom Bidder has purchased the specified materials.

**Proposal Negotiations** – A Proposal response to any specific item of this Request for Proposal with terms such as “negotiable,” “will negotiate,” or similar, will be considered non-responsive to that specific item.

**California Public Records Act** – Responses to this RFP will become the property of the District and subject to the California Public Records Act, Government Code sections 7920.000 et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY” may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Bidder that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked “Confidential,” “Proprietary,” or “Trade Secret,” the Bidder agrees, by submission of its response for the District’s consideration, to defend, hold harmless, and indemnify the District from all costs and expenses, including attorneys’ fees, in any action or liability arising under the Public Records Act.

**Cancellation of Solicitation** – The District may cancel this solicitation at any time.

**Clarification, Corrections or Changes to Specifications** – All clarifications, corrections, or changes to the solicitation documents will be made by Addendum only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or in email. Interpretations, corrections, and changes shall not be binding unless made by the Addendum. All Addenda issued shall become part of the Agreement documents. Addenda will be sent to all known solicitation holders by email or U.S. mail. It is the Bidder's sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by an Addendum.

**Competency of Bidders Submitting a Proposal** – A proposal will only be accepted from, or contract awarded to, a contractor who is licensed in accordance with the law, to whom a proposal form has been issued by the District and who has successfully performed on projects of similar character and scope to the proposed work. A representative of the District, prior to contract award may examine the business premises of any Bidder submitting a Proposal. Bidders submitting a Proposal shall agree to fully comply with all City, State and Federal laws, regulations and ordinances governing performance of an awarded contract. It will be the responsibility of the contractor to obtain any clearances necessary for completion of the contract.

**Compliance with OSHA** – Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the District harmless for any failure to so conform.

**Cost of Proposal Preparation** – Cost of preparation of the response to this RFP is solely the responsibility of the Bidder submitting a Proposal. The District accepts or implies no liability in the cost of preparation.

**Definitions** – Responsible: a bidding party possessing the skill, judgment, qualifications, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive: a Proposal which meets all of the specifications set forth in the RFP.

**District Requirements** – The quantity shown is the estimate of consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the RFP and required during the contract period shall be ordered and purchased from the Successful Bidder(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period.

**Errors and Corrections** – The Proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by signatures/initials of the person or persons signing the Proposal. Correction of any such errors shall be made prior to the Proposal opening only. In the event of inconsistency between words and figures in the Proposal price, words shall control figures. In the event that the District determines that any Proposal is unintelligible, inconsistent or ambiguous, the District may reject such Proposal as not being responsive. The Proposal cannot be corrected after the Proposal opening.

**Examination of Proposal Documents** – Bidders submitting a Proposal shall thoroughly examine and be familiar with the specifications. The failure or omission of any Bidder submitting a Proposal to receive or examine any Proposal document(s), forms, instruments, Addendum or other document there existing shall in no way relieve any Bidder submitting a Proposal from obligations with respect to this RFP or to the contract. The submission of a Proposal shall be taken as prima facie evidence of compliance with this section.

**Examination of Locations** – It shall be the responsibility of the Successful Bidder to establish knowledge of the District and the specific delivery locations to familiarize him/herself with the access and egress, construction or building difficulties and method of delivery, all of which could affect the Successful Bidders ability to service the District. It shall be the responsibility of the Successful Bidder to cope with all these eventualities.

**Failure to Comply with Instructions** – Failure to comply with any of the instructions stated in the Proposal documents may result in rejection of the Proposal.

Any party submitting a Proposal shall not contact, or lobby any District Board member, official, employee, agent or representative during the Bidding process including up to the date of Board action, except as specified in the Proposal for contact. Any party attempting to influence the Proposal including the submittal, review process and awarding of the Proposal will have their Proposal rejected for violating this term and condition of the RFP.

Any party, individual, group or firm, not submitting a Proposal, but which may have a financial or business interest in the award of the Proposal shall not contact or lobby any District Board member, official, employee, agent, contractor or representative, including up to the date of Board action. Any and all public comment regarding the Board's action in the award of this Proposal will be accepted on the date of Board action in a public meeting pursuant to the Brown Act.

**FOB Destination Pricing** – All shipments shall be made FOB destination, Oakland, California FOB destination indicates that the seller is responsible for shipment until it is tendered to the District. The District will not pay for shipping and handling, nor shall the District pay for any fuel surcharges that are not indicated herein. If the material is not received within the time specified for delivery, it will be received at the discretion of the District. Should it be necessary to refuse delivery of any material contained in the

Proposal document, the Bidder shall be responsible for the cost of retrieving the merchandise in question.

**Formation of Contract** – Bidder’s signed Proposal and District’s written acceptance with approval from the District’s Governing Board shall constitute a binding contract.

**Contract Term** - It is the intent to award the contract for an initial one year period with the option to renew it for two (2), one-year periods for a possible total contract term of 3 years. The decision to renew the contract(s) will be at the sole discretion of the District and agreed upon by both parties.

**Insurance Requirements** – Successful Bidder shall maintain insurance as specified in the Section titled, “Minimum Insurance/Coverage.” Successful Bidder must furnish the District with the Certificates of Insurance proving coverage as specified in the section titled, “Minimum Insurance/Coverage” and naming the District Additional Insured by endorsement within ten (10) calendar days. Failure to furnish the required certificates within the time allowed may result in withdrawal of award.

**Packing, Crating, Cartage** – The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response unless otherwise specifically stated in the District’s request. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight. Bidder submitting a Proposal shall specify product pack, size, and case count pertaining to each item. Containers must be sealed, labeled with product name, shelf life/best if used by date and storage requirements. All costs for containers shall be borne by the vendor.

**Payment** – (a) Bidder shall state payment terms offered. (b) Payment will be made on the pay period after receipt and acceptance of goods and/or services and upon department confirmation of such acceptance.

**Post Award Meeting** – Prior to performing any work or providing any services specified on this Contract, the Successful Bidder may be required to meet with the District’s Nutrition Services Department for the purpose of reviewing the products and services offered herein, determining milestones regarding the District’s expectations, and to discuss any issues related to the execution of this RFP. The Successful Bidder shall perform all work in accordance with such schedule pursuant to the Terms & Conditions of this RFP and the awarded Contract. The District will approve all materials associated with this RFP.

**Right to Inspect Successful Bidder Facilities** – The District reserves the right to inspect the Successful Bidder’s facilities prior to award of contract and/or during the term of the contract and if representatives of the District determine after such inspection

that the Successful Bidder is not capable of performance satisfactory to the District, the Proposal will not be considered or the Agreement can be canceled.

**Substitutions** – All Bidders must conform to the specifications set forth in these Proposal documents. The District reserves the right to reject all Proposals that do not conform to the specifications. Do not use “as specified” in responding to this requirement. At a minimum, descriptive technical literature fully describing the claimed “as equal” product must be attached to the Proposal. Suitability and valuation of “equal” rests in the sole discretion of the District.

**Taxes** – No Proposal shall include Federal Excise Tax, as the District is exempt from such tax and will furnish appropriate tax exemption certificates. The Successful Bidder shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the District from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

**Terms of the Offer** – The District’s acceptance of Bidder’s offer shall be limited to the terms herein unless expressly agreed in writing by the District.

**Tobacco-Free Environment** – All District sites have been designated as tobacco-free environments. Smoking and the use of tobacco products is prohibited at all times on all areas of District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

**Withdrawal of Proposal** – Any claim by a Bidder of error in its Proposal must be made in compliance with section 5100 et seq. of the Public Contract Code. The Bidders may withdraw Proposals only by written request received by the District’s Nutrition Services Department Interim Executive Director (or Executive Director if instated).

**Customer Service** – The District requires that the successful Bidder have a dedicated account manager working with The District on a consistent basis.

**Minimum Insurance/Coverage:** The Bidder agrees to purchase and maintain through the duration of the contract insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations set forth above. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000 per claim/occurrence, and \$2,000,000 in the aggregate. For the acts and activities contemplated by this agreement, at a minimum, the following shall be provided:

1. **Commercial General Liability Insurance:** Bidder shall maintain at its expense a policy of commercial general liability insurance, endorsed to include professional liability coverage relative to the scope of service performed by Bidder. Such insurance shall be maintained in a company or companies lawfully authorized to do business in California as admitted carriers so designated by the California Department of Insurance It is



preferred that such carriers will have a financial rating of at least "A,11" status as rated in the most recent edition of Best's Insurance Reports or as amended agreement between the District and Bidder. All policies shall contain a provision requiring thirty (30) days written notice to be given to the District prior to cancellation, modification, or reduction of limits.

2. **Additional Insured Endorsement:** Oakland Unified School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives shall be listed as Additional Insured as respects the operations of the named insured. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "Oakland Unified School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives shall be listed as Additional Insured as respects the operations of the named insured performed under the terms of this Agreement."
3. **Primary Insurance Endorsement:** In addition to the "Additional Insured" as stated above, said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "Such insurance as is afforded by the Endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the District, its elected and appointed officers, agents, employees, Bidders and representatives shall be excess only and not contributing with the insurance afforded by this Endorsement."
4. **Certificate of Insurance:** Prior to commencing services pursuant to this Agreement, Bidder shall provide certificates as evidence of the existence of the insurance required by this Agreement, on insurance certificates executed by a duly-authorized agent of Bidder's insurance provider. Such certificates shall include the Endorsements described in this Agreement as attachments.
5. **Workers' Compensation:** Bidder shall provide Workers' Compensation coverage as required by California law, and in signing this Agreement, makes the following certification: "Bidder is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of this Agreement." Prior to commencing services pursuant to this Agreement, Bidder shall provide a certificate indicating the existence of Workers' Compensation coverage as required by this Agreement, on an insurance certificate executed by a duly-authorized agent of Bidder's insurance provider.
6. **Injury and Illness Prevention:** Bidder shall maintain and enforce an Injury and Illness Prevention Program as required by State law, and in signing this Agreement, makes the following certification: "Bidder is aware of the provisions of California Labor Code, Division 5, and of the California Code of Regulations, Title 8, and shall maintain an active Injury and Illness

Prevention Plan in accordance with such provisions before commencing the performance of this Agreement.” The Injury and Illness Prevention Plan shall be available to the District upon request

7. **Commercial Automobile Liability:** If Bidder is going to operate a vehicle on District property or transport students in any capacity. Limits of liability shall include a minimum of \$1,000,000 combined single limit.
8. **Survivability:** The parties’ indemnity and coverage obligations shall survive the termination of this agreement with respect to any claim arising from the parties’ actual or alleged performance or non- performance of their respective rights, privileges, or obligations existing under this agreement.
9. **Joint Interests:** In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

### Protests

Any Bidder may protest the District’s issuance of a notice of “Not To Award” if it believes that the District has incorrectly selected another proposer for the award. Notice of protest shall be filed with the District within five (5) business days after the notice of “Not to Award” is received. The notice of protest must include the name of the protesting bidder, a detailed description of specific grounds for protest, and copies of all supporting documents. Provider should submit the protest electronically by email to:

**Rosaura M. Altamirano**  
Senior Manager, Supply Chain & Logistics  
[rosaura.altamirano@ousd.org](mailto:rosaura.altamirano@ousd.org)

The protest must contain a complete statement of any and all bases for the protest.

The protest must refer to the specific portions of any documents that form the bases for the protest.

The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest, and all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

The procedure and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of protest. Failure to comply with any of these procedures, at the District’s sole discretion, shall constitute a waiver of any right

to further pursue the protest, including filing a Government Code Claim or legal proceedings.

**Delivery Requirements and Locations**

**Delivery Specifications -**

1. The Successful Bidder will partner with the District over the term of the contract resulting from this RFP to procure and deliver Food Service Supplies to the District. The District reserves the rights to make additions to, or deletions from, the lists of school sites to be served at any time during the period of the contract, and revise delivery times as required. Awarded vendor(s) will be required to make direct deliveries to 1 site. The site requires 1-2 days per week deliveries due to storage limitations or volume purchases and seeks a Bidder that can provide next day delivery for orders submitted before 2pm the previous day.
2. All deliveries shall occur between the hours of 5:00 a.m. and 10:00 a.m. pacific time. Overnight deliveries, or “Dark drops,” will not be accepted. If a scheduled delivery day is a holiday, deliveries will occur on the next business day after the holiday.
3. Delivery to site must be completed within the designated delivery timeframe as indicated below. Delivery shall not be made so close to service time as to create concern by the school site.
4. District reserves the right to designate an alternate delivery location if the designated site is unable to receive deliveries for any reason. The District reserves the right to add or remove delivery sites as needed. The District also reserves the right to revise delivery times as required. Additional product and service requirements are outlined within the RFP.

<b>OUSD Delivery Location</b>					
<b>Location</b>	<b>Address</b>	<b>Delivery Times</b>	<b>Preferred Delivery Days</b>	<b>Number of Deliveries Per Week</b>	<b>Order Requirement</b>
Central Manufacturing Kitchen	2850 West Street, Oakland, CA 94601	5:00 am - 10:00 am	Monday-Friday TBD	1-2	Next day if submitted before 2pm on prior day

**Request For Proposal Signature Page - Attachment "2"**  
**TO BE SUBMITTED WITH PROPOSAL**

<b>By signing this, I certify that I am an authorized representative of the Bidder (or individual) and that information contained in this proposal is accurate, true, and binding upon the Bidder.</b>	
<b>Company Name</b>	
<b>Signature of Company Official</b>	
<b>Name of Signer</b>	
<b>Title of Signer</b>	
<b>Email Address</b>	
<b>Complete Mailing Address</b>	
<b>City, State, Zip</b>	
<b>Phone Number</b>	
<b>Date</b>	
<b>Minimum Dollar Amount for Delivery</b>	<b>\$</b>
<input type="checkbox"/>	<b>Check if no minimum dollar amount for delivery is required.</b>
<b>Minimum Case Amount for Delivery</b>	
<input type="checkbox"/>	<b>Check if no minimum case amount for delivery is required.</b>

**Evaluation Criteria - Attachment “3”**  
**TO BE SUBMITTED WITH PROPOSAL**

<b>Award Criteria</b>	<b>Description and. Points Awarded</b>	<b>Points Based On</b>	<b>Max Points</b>
<b>Price</b>	100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid.	Itemized Bid Lists	25
<b>Ordering System</b>	100% of Max Points: Availability of online ordering with order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. 70% of Max Points: Availability of placing e-mail orders with order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. 30% of Max Points: Ability to provide online or e-mail ordering and weekly price lists. Unable to provide velocity reports and/or monthly statements. 0 Points: Unable to provide e-mail or online ordering.	Responses to Questionnaire	15
<b>Delivery System</b>	100% of Max Points: Ability to deliver within the District’s designated time/days. 75% of Max Points: Ability to deliver within District’s designated time but on alternate delivery days. 0 Points: Unable to meet District’s designated delivery time/days.	- Reference forms - Responses to Questionnaire	15
<b>Delivery Frequency</b>	100% of Max Points: Ability to deliver within 24 hours of order placement 0 Points: Unable to deliver within 24 hours of order placement	Responses to Questionnaire	15
<b>Sustainable Product Availability</b>	100% of Max Points: Products with recycled materials, recycled products are used whenever possible. Compostable products are available. 50% of Max points: Products with recycled materials and recycled products are used whenever possible. Compostable Products are not available. 0 Points: Products with recycled materials, recycled products and compostable products are not available.	Itemized Bid Lists, Questionnaire	15
<b>References or Past Performance</b>	100% of Max Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show: -Prompt responses and satisfactory resolution to requests for information and complaints & issues	-Reference forms -Responses to Questionnaire	10

	-Courtesy and responsiveness to all district personnel at all times -Ready access to decision-making executives and assigned point of contact. - 0 Points: References and/or vendor questionnaire that demonstrate poor performance or inability to meet criteria described above.		
<b>Food Safety and Sanitation Plan</b>	100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that: Bidder's staff are properly and regularly trained in current safety procedures, Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise. If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin. Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. 0 Points: Unable to meet or provide above specified criteria.	- HACCP Plan or Food Security and Safety Program - Reference forms - Responses to Questionnaire	5
			<b>100</b>

**By signing this, I acknowledge that I have reviewed OUSD's Evaluation Criteria.**

Name of Bidder (Person, Firm, or Corporation): \_\_\_\_\_

Signature of Bidder's Authorized Representative: \_\_\_\_\_

Date of Signing: \_\_\_\_\_

**Vendor Questionnaire - Attachment "4"**  
**TO BE SUBMITTED WITH PROPOSAL**

***Please complete this qualifying criteria questionnaire, use a separate sheet if necessary, and submit with your proposal.***

1. Is online ordering available? \_\_\_ Yes \_\_\_ No
  
2. What is your minimum for deliveries?
  
3. Can you meet the requirement for deliveries to be made 1-2 times per week with next day deliveries if orders are made by 2pm the previous day? \_\_\_ Yes \_\_\_ No
  
4. Can you meet the requirement for a 1 day lead time for orders? \_\_\_ Yes \_\_\_ No
  
5. Can deliveries be made from 5am - 10am? \_\_\_ Yes \_\_\_ No
  
6. How will a recall be communicated?
  
7. Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone? \_\_\_ Yes \_\_\_ No
  
8. Can all aspects of Product Quality Control as described in this agreement be met? \_\_\_ Yes \_\_\_ No
  
9. Can all aspects of the Food Safety and Sanitation Plan be met? \_\_\_ Yes \_\_\_ No

In accordance with the contract documents, the undersigned propose to supply all of the product and perform all work specified in the contract documents in accordance with the proposal.

Name of Bidder (Person, Firm, or Corporation): \_\_\_\_\_

Signature of Bidder's Authorized Representative: \_\_\_\_\_

Date of Signing: \_\_\_\_\_

Print Name & Title of Authorized Representative: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

**References - Attachment "5"**  
**TO BE SUBMITTED WITH PROPOSAL**

Please submit two (2) current school district References requiring multiple deliveries per week. An unresponsive reference will **not** be considered a valid Reference. The Bidder is expected to exercise due diligence to ensure the References listed will be responsive to communications from the District.

**Reference #1**

<b>School District</b>	
<b>Contact Person &amp; Title</b>	
<b>Telephone Number</b>	
<b>Required Number of Deliveries per Week</b>	

**Reference #2**

<b>School District</b>	
<b>Contact Person &amp; Title</b>	
<b>Telephone Number</b>	
<b>Required Number of Deliveries per Week</b>	



**Non Collusion Affidavit - Attachment "6"**  
**PUBLIC CONTRACTS CODE SECTION 7106**  
**TO BE SUBMITTED WITH PROPOSAL**

State of California  
County of \_\_\_\_\_

Bidder's Name \_\_\_\_\_, being first duly sworn, deposes and says that he or she is Owner of Contractor Name \_\_\_\_\_ the party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Proposal, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and further, that the Bidder has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal."

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signed at (Place)

\_\_\_\_\_  
Bidder Name  
(Person, Firm, Corp.)

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Representative's Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Representative's Title

**Bidder's Statement Regarding Insurance Coverage - Attachment "7"**

TO BE SUBMITTED WITH PROPOSAL

Bidder HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Request for Proposals. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Oakland Unified School District as Additional Insured for the work specified.

\_\_\_\_\_  
Name of Bidder (Person, Firm, or Corporation)

\_\_\_\_\_  
Signature of Bidder's Authorized Representative

\_\_\_\_\_  
Name & Title of Authorized Representative

\_\_\_\_\_  
Date of Signing

**Workers' Compensation Insurance Certificate - Attachment "8"**

**TO BE SUBMITTED WITH PROPOSAL**

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

\_\_\_\_\_  
Name of Bidder (Person, Firm, or Corporation)

\_\_\_\_\_  
Signature of Bidder's Authorized Representative

\_\_\_\_\_  
Name & Title of Authorized Representative

\_\_\_\_\_  
Date of Signing

ATTEST:

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

**Drug-Free Workplace Certification - Attachment "9"**

**TO BE SUBMITTED WITH PROPOSAL**

I, \_\_\_\_\_, am the \_\_\_\_\_ of  
(Print Name) (Title)

(Bidder Name): \_\_\_\_\_ I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
  - B. Establishing a drug-free awareness program to inform employees about all of the following:
    - i. The dangers of drug abuse in the workplace;
    - ii. Contractor's policy of maintaining a drug-free workplace;
    - iii. The availability of drug counseling, rehabilitation and employee- assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations;
  - B. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
  - C. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
2. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both.
3. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at \_\_\_\_\_ this day of \_\_\_\_\_  
(City and State) (Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name Handwritten or Typed Name)

**Equal Opportunity Employment - Attachment "10"**

**TO BE SUBMITTED WITH PROPOSAL**

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

CERTIFICATE

I/We hereby certify that the \_\_\_\_\_ (Company) is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

**Fingerprinting/Criminal Background Investigation Certification - Attachment "11"**

TO BE SUBMITTED WITH PROPOSAL

**FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT  
FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET**

(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in **Attachment A** to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in **Attachment B** to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education

Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as \_\_\_\_\_ *[insert "owner" or officer title]* of \_\_\_\_\_ *[insert name of business entity]*, have read the foregoing and agree that \_\_\_\_\_ *[insert name of business entity]* will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**Page intentionally left blank**



## **ATTACHMENT A**

### **Violent and Serious Felonies**

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

**ATTACHMENT B**

Form for Certification of Lack of Felony Convictions

*Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.*

Entity Name: \_\_\_\_\_

Date of Entity's Contract with District: \_\_\_\_\_

Scope of Entity's Contract with District: \_\_\_\_\_

I, \_\_\_\_\_ [*insert name*] , am the \_\_\_\_\_ [*insert "owner" or officer title*] for \_\_\_\_\_ [*insert name of business entity*] ("Entity"), which entered a contract on \_\_\_\_\_, 20\_\_, with the District for \_\_\_\_\_.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: \_\_\_\_\_, 20\_\_

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity: \_\_\_\_\_

**Certificate Of Independent Price Determination - Attachment "12"**  
**TO BE SUBMITTED WITH PROPOSAL**

Both the SFA and Bidder shall execute this Certificate of Independent Price Determination.

Name of Bidder		Name of SFA

1. By submission of this offer, the offeror (Bidder) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:
  - a. The prices in this offer have been arrived at independently—without consultation, communication, or agreement—for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
  - b. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and
  - c. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.
2. Each person signing this offer on behalf of the offeror certifies that:
  - a. He or she is the person in the offeror’s organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or
  - b. He or she is not the person in the offeror’s organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.

To the best of my knowledge, this vendor and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (provide detail):

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---

Signature of Bidder's Authorized Representative		Title		Date

*In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.*

Signature of SFA's Authorized Representative		Title		Date

**Suspension And Debarment Certification - Attachment "13"**  
**TO BE SUBMITTED WITH PROPOSAL**

**INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a Proposal for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION,  
READ INSTRUCTIONS ON THE FOLLOWING PAGE)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Name of School Food Authority

\_\_\_\_\_  
Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DO NOT SUBMIT THIS FORM RETAIN WITH THE APPLICABLE CONTRACT OR PROPOSAL**  
**RESPONSES.**  
**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Lobbying - Attachment "14"**

**TO BE SUBMITTED WITH PROPOSAL**

**INSTRUCTIONS: To be completed and submitted ANNUALLY by (1) any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and (2) potential or existing contractors/Vendors as part of an original Proposal, contract renewal or extension when the contract exceeds \$100,000.**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts  
Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:		Agreement Number:	
Address of School Food Authority:			
Printed Name and Title of Submitting Official:		Signature :	Date:
OR			
Name of Vendor:			
Printed Name and Title:		Signature :	Date:

## **DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046

<p><b>1. Type of Federal Action:</b></p> <p>a. contract  b. grant  c. cooperative agreement  d. loan  e. loan guarantee  f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p>a. bid/offer/application  b. initial award  c. post-award</p>	<p><b>3. Report Type:</b></p> <p>a. initial filing  b. material change</p> <p><b>For material change only:</b>  Year ____ quarter ____</p> <p>Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <p>____ Prime ____ Subawardee  Tier____, if Known:</p> <p><b>Congressional District, if known:</b></p>		<p><b>5. If Reporting Entity in No. 4 is Subawardee,</b>  Enter Name and Address of Prime:</p> <p><b>Congressional District, if known:</b></p>
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable:  _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> <p style="text-align: center;">\$</p>	
<p><b>10. a. Name and Address of Lobbying Registrant</b>  <i>(if individual, last name, first name, MI):</i></p>	<p><b>10. b. Individuals Performing Services</b> <i>(including address if different from No. 10a) (last name, first name, MI):</i></p>	
<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p><b>Signature:</b></p> <p><b>Print Name:</b></p> <p><b>Title:</b></p> <p><b>Telephone No.:</b></p> <p><b>Date:</b></p>	
<p><b>Federal Use Only</b></p>	<p>Authorized for Local Reproduction  Standard Form - LLL (Rev. 7-97)</p>	



## **INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. The certifying official shall sign and date the form, print his/her name, title, and telephone number.
10. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
11.
  - a. Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - b. Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

**Iran Contracting Act Of 2010 Compliance Affidavit - Attachment "15"**

**TO BE SUBMITTED WITH PROPOSAL**

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits Bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A Bidder who "engages in investment activities in Iran" is defined as either:

1. A Bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A Bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The Bidder shall certify that at the time of submitting a Proposal for new contract or renewal of an existing contract, the Bidder is not identified on the DGS list of ineligible businesses or persons and that the Bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

**California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).**

To comply with the Iran Contracting Act of 2010, the Bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE** of the options shown below.

**OPTION #1: CERTIFICATION**

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the Bidder or financial institution identified below, and that the Bidder or financial institution identified below is not on the current DGS list of persons engaged in investment activities in Iran and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed)	BTRC (or n/a)
By (Authorized Signature)	
Print Name and Title of Person Signing	
Date Executed	City Approval (Signature) (Print Name)

**OPTION #2: EXEMPTION**

Pursuant to PCC § 2203(c) and (d), a public entity may permit a Bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for,

or enter into, or renew, a contract for goods and services. If the Bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the Bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)	BTRC (or n/a)	
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)



